

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
MIDDLE DIVISION**

BOBBY FRANKLIN MYERS, JR., )  
and BARBARA ANN MYERS, )  
Plaintiffs, )  
v. ) Civil Action No.:  
NATIONSTAR MORTGAGE, LLC, ) 4:15-cv-00960-SGC  
a corporation; )  
Defendant. ) JURY DEMAND

## **AMENDED COMPLAINT**

**COME NOW** Plaintiffs Bobby Franklyn Myers, Jr. and Barbara Ann Myers (hereinafter “Plaintiffs”) by and through their attorneys of record and file their Amended Complaint against Defendant and state as follows:

## **JURISDICTION AND VENUE**

1. This action arises out of Defendant's repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA"), the Real Estate Settlement Procedures Act, 12 U.S.C. § 2605 ("RESPA"), TILA (15 U.S.C. Section 1639g et seq.), and out of state law violations and out of the invasions of Plaintiffs' personal and financial privacy by the Defendant and its agents in their illegal efforts to collect a consumer debt from Plaintiffs.

**PARTIES**

2. Plaintiffs Bobby Franklyn Myers, Jr. and Barbara Ann Myers are residents of this Judicial District, and are over the age of 19.
3. Defendant Nationstar Mortgage, LLC (“Defendant” or “Nationstar”) in this action is a foreign corporation doing business in this Judicial District, and is considered a debt collector under the FDCPA as it was assigned the debt at issue when the debt was allegedly in default. It is also a “servicer” under RESPA. It conducts business in Alabama. Its principal place of business is in the State of Texas and it is incorporated in Delaware.

**BACKGROUND INFORMATION ON**  
**MORTGAGE SERVICING CASES**

4. In recent years many of the abusive and illegal practices of mortgage companies have come to light, including the rampant “robo signing” and “dual tracking,” all of which led to government action against servicers and the amendments on Regulation X (RESPA) and Regulation Z (TILA) effective January 2014.
5. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

6. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.
7. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.
8. The Defendant in this case is subject to the Regulations and does not qualify for any of the exceptions noted in the Regulations.
9. The Plaintiffs are asserting a claim for relief against the Defendant for breach of the specific Rules under Regulations X and Z as set forth below. The Plaintiffs have a private right of action under these Regulations for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.
10. While the mortgage companies have been vehement in their attacks on the CFPB and Regulation X, which overhauled the loss mitigation process and provided for "Notices of Errors" and "Requests For Information," as replacements for the old "Qualified Written Requests," the mortgage

industry (including Defendant Nationstar) knows what the requirements are of this law.

11. The surprising fact is how often mortgage companies like Defendant Nationstar are willing to violate RESPA and the FDCPA along with state law.
12. This case is a perfect example of what is happening across the country and this state.

### **STATEMENT OF FACTS**

13. Defendant Nationstar is collecting on and threatening foreclosure on an old second mortgage allegedly owed by Plaintiffs<sup>1</sup>.
14. While Plaintiffs do not owe the debt Defendant Nationstar claims they owe, nevertheless Defendant Nationstar is asserting the Plaintiffs owe this debt .
15. This makes the Plaintiffs consumers and Defendant Nationstar is acting as a debt collector against Plaintiffs.

### **Two Prior Loans With Bank Of America – One Of Which Defendant Nationstar Claims To Own Or Service Now**

16. Plaintiffs had two loans with Bank of America, which were secured by the property at 8525 AL Hwy 40, Henagar, Alabama 35978.

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<sup>1</sup> The documents refer only to Plaintiff Bobby but the collection efforts and foreclosure threat have been against both Plaintiffs and Defendant Nationstar has asserted over the phone that both Plaintiffs have responsibility for this alleged debt.

17. On or about July 1, 2010, Bank of America foreclosed on Plaintiff's property.
18. This was done through either the first and/or second mortgage.
19. If it was the second mortgage, then there is no debt for Nationstar to collect.
20. If it was the first mortgage, then there is no longer a mortgage securing the second loan after the foreclosure.
21. If it was the first mortgage loan that foreclosed, then under the terms of the second mortgage loan (the one Defendant Nationstar claims to own now) it was in default and accelerated at the time of the foreclosure.
22. In any event, Plaintiffs sued Bank of America for wrongful conduct surrounding the servicing and foreclosure.
23. The lawsuit was settled and the case was dismissed with prejudice.
24. If Bank of America had any claim against Plaintiffs, which it did not, then such a claim would have been a compulsory counterclaim.
25. Bank of America lost any such compulsory counterclaim at the time of the dismissal with prejudice in federal court and could not have transferred any such claim to Defendant Nationstar.

#### **Plaintiffs Move Out And Years Later Repurchase The Property**

26. The Plaintiffs moved out of the property and the property was eventually sold.

27. Several years later Plaintiffs then repurchased the property from a third party.

**Defendant Nationstar Appears For The First Time In 2014 Claiming To Have A Loan Secured By The Plaintiffs' Property**

28. At the time of the repurchase, there was no record of any outstanding second mortgage as there is no second mortgage.
29. As Plaintiffs were in the process of obtaining a loan to build a house on their property, Defendant Nationstar appears for the first time, claiming it had recently (i.e. after the Bank of America lawsuit had been dismissed) been assigned the alleged debt and mortgage.
30. The first contact with Defendant Nationstar was in the latter part of 2014 (many of the letters from Defendant Nationstar are attached as Exhibit "A").
31. Defendant Nationstar began a campaign that continues to this day of collecting against Plaintiffs and threatening Plaintiffs with foreclosure.

**Plaintiffs Tell Defendant Nationstar That No Debt Is Owed And There Is No Right To Foreclose – Plaintiffs Send RESPA Letters To Try To Get To The Bottom Of Why Defendant Nationstar Is Collecting And Threatening Foreclosure**

32. Plaintiffs have repeatedly told Defendant Nationstar that there is no debt owed and Nationstar has no right to collect anything from Plaintiffs.
33. As this did not stop Nationstar, Plaintiffs even sent eleven (11) separate letters to Defendant Nationstar under the "Request for Information" and

“Notice of Error” provisions of RESPA in Regulation X that came into effect January 2014 and one letter also constitutes a payoff request under Regulation Z. (Attached as Exhibit “B”).

34. These letters are simple and easy to understand.
35. They clearly indicate the debt is disputed.
36. They clearly indicate there should be no foreclosure.
37. They ask for simple information that if Defendant Nationstar was a legitimate servicer of an actual loan, Defendant Nationstar could easily answer (payoff, what loss mitigation options are available, is there a Pooling and Servicing Agreement, etc).
38. The complete servicing file requested is critical as this will show all the actions taken, all letters, all calls, etc. which is why Defendant Nationstar refused to give it to Plaintiffs.
39. Certainly when Defendant Nationstar receives certified mail saying that an alleged borrower does not owe a debt, Defendant Nationstar knows the alleged borrower is saying “Something is wrong – fix it” but yet there was nothing done by Defendant Nationstar, not even an acknowledgement of the letters.

**Even Though Defendant Nationstar Received The Letters On September 17, 2014, It Refused To Properly Acknowledge And Respond To The Letters**

40. These letters were received, by certified mail, by Defendant Nationstar on or about September 17, 2014.
41. The Plaintiffs incurred actual expenses, costs and damages including, but not limited to, the postage costs of mailing the letters, gas money, mileage money travelling to the post office, and other costs and expenses and damages that will be identified in discovery. This is in addition to the damages that flow from the refusal of Defendant Nationstar to follow the law in acknowledging and responding to these letters.
42. These letters were mailed to the address specified by Defendant Nationstar to receive Request for Information and Notice of Error letters: Nationstar Mortgage Attn: Customer Relations Officer P.O. Box 630348, Irving, TX 75063.
43. Defendant Nationstar failed on all but one letter<sup>2</sup> to acknowledge receipt of it within five business days as required by RESPA.
44. Defendant Nationstar failed on each letter to substantively respond within thirty business days of receiving the letters.

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<sup>2</sup> Defendant Nationstar did acknowledge the request for a payoff but never sent it, violating Regulations X and Z.

**The Failure To Follow The RESPA Laws Is Part Of A Pattern And Practice Of Doing So By Defendant Nationstar**

45. Defendant Nationstar has a pattern and practice of failing to properly respond to Request for Information and Notice of Error letters from consumers such as the Plaintiffs.
46. This allegation is supported by numerous other suits and complaints (including those listed at the CFPB Consumer Complaint Database at <http://www.ConsumerFinance.gov/ComplaintDatabase/>) against Nationstar and by the repeated refusal by Defendant Nationstar to acknowledge all but one of Plaintiffs' letters to Defendant Nationstar and the refusal to respond to any of the eleven letters sent to it by Plaintiffs.
47. In discovery Defendant Nationstar will produce the complaints (of all types) against it that will support a finding of pattern and practice violations.
48. While Defendant Nationstar will argue that Plaintiffs must have this information now, this is information *only known to Defendant Nationstar* and as such discovery is the proper vehicle for Plaintiffs to find this information, not the complaint pleading stage.
49. Defendant Nationstar is on notice (the test of pleadings) that Plaintiffs will use other complaints (formal and informal) against Defendant Nationstar so Defendant Nationstar is more than capable of responding to these allegations

and will no doubt mount a vigorous (yet unsuccessful) campaign to prevent Plaintiffs from gaining this discovery.

50. One or two RESPA letters ignored might arguably be called an “oversight” but the number of Plaintiffs’ letters ignored is a pattern and practice.
51. This is not an oversight on the part of Defendant Nationstar but instead is a deliberate and calculated plan in an effort to thwart the protections offered to consumers such as Plaintiffs when dealing with an alleged mortgage loan.
52. Defendant Nationstar believes that very few, if any, consumers will take action based upon its refusal to properly and timely respond to letters sent to it pursuant to Regulation X.
53. Thus the strategy, and mindset of the Defendant Nationstar and its individual agents and employees involved in this process, is to ignore the requirements of Regulation X.
54. One reason is that if Defendant Nationstar actually investigated the errors claimed in the letters, and actually gathered the information requested in the letters, then it would have to finally admit in writing to Plaintiffs that there is no debt owed, there is no mortgage, there is no right to foreclose, there is no right to credit report, and this would lead Defendant Nationstar to not receiving any money from Plaintiffs.

55. Defendant Nationstar knows that Plaintiffs are building a house on their property and the motive, scheme, and design behind Defendant Nationstar's wrongful conduct (in this Amended Complaint) is to blackmail or otherwise force Plaintiffs to pay a debt not owed so that Plaintiffs can obtain permanent financing on their home which is being built by a construction loan.
56. Another motive of Defendant Nationstar which explains all of its violations (i.e. all the counts in this Amended Complaint) is that Defendant Nationstar recognizes the value of the property, and the value of the home being built, and desires to take the property in an illegal foreclosure to then be able to sell the property to a high bidder and reap enormous profits.
57. Yet another reason (and many more will be identified in discovery and/or at trial) is that Defendant Nationstar is concerned about admitting in writing to its wrongdoing for fear that this admission will harm Defendant Nationstar in current and future cases. Defendant Nationstar knows that loans allegedly transferred to it from other servicers, especially Bank of America, are notoriously unreliable but Defendant Nationstar has taken a "see no evil" approach of refusing to look into the rampant discrepancies and errors in these loans.

58. So Defendant Nationstar has “doubled down” on its right to collect and its right to foreclose against Plaintiffs even though it knows it is violating state and federal law in doing so because to do otherwise would be to compromise a profitable part of its business model.

**Examples Of Illegal Collection Activities By Defendant Nationstar**

59. Plaintiffs have repeatedly told Defendant Nationstar (verbally and in writing) that it has no right to collect and no right to foreclose against Plaintiffs but this has not discouraged Defendant Nationstar from seeking to collect money it is not entitled to collect.

60. Defendant Nationstar continues to send false and illegally threatening monthly mortgage statements.

61. These occur every month and a few examples will be listed but even up to the present day similar types of communications are being sent to Plaintiffs.

62. For example, on August 28, 2014, the mortgage statement claims there is no principal due but instead only a monthly interest amount of \$120.73.

63. This statement shows the Plaintiffs allegedly behind \$8,867.66.

64. This is false and illegal.

65. This is an attempt to collect a debt that is not owed at all or not owed in this amount.

66. The September 19, 2014, statement shows a total amount due of \$8,994.42.

67. Fees on the mortgage statements are also illegal as there is no money owed so there is no basis to charge Plaintiffs fees.
68. This is an attempt to collect a debt that is not owed at all or not owed in this amount.
69. On October 20, 2014, Defendant Nationstar sent a statement that shows the amount due as \$9,121.19.
70. A December 14, 2014, letter from Defendant Nationstar threatened foreclosure if \$9,247.96 was not paid by January 8, 2015.
71. This is an attempt to collect a debt that is not owed at all or not owed in this amount.
72. It alleged no payment had been received since September 1, 2008.
73. Defendant Nationstar sent a letter dated January 22, 2015, which claims the Plaintiffs are behind 2,334 days.
74. Dividing this by 365 days a year reveals that Defendant Nationstar is asserting Plaintiffs are more than 6 years past due on their payments.
75. The statute of limitations has expired to collect on this loan even if it existed but yet Defendant Nationstar is threatening to take illegal action on this loan and its threats amount to threats to sue (as it cannot foreclose) which are illegal after the statute of limitations as expired.

76. In this January 22, 2015, letter Defendant Nationstar claims Plaintiffs owe \$9,501.50.
77. The letter threatened foreclosure and claimed Defendant Nationstar was there to help Plaintiffs.
78. Defendant Nationstar knows about all of its other letters and monthly statements which falsely claim money is owed, falsely claim the amount of money, falsely claim inspection and/or other fees can be charged when they cannot be charged, and falsely claim that Defendant Nationstar will foreclose when it knows it has no right to foreclose.
79. Defendant Nationstar is not sending these letters for any reason other than in an attempt to get money from Plaintiffs and in its ultimate plan to take Plaintiffs' property by an illegal foreclosure.
80. Having been sued around the country and in this state for falsely collecting on debts and for violating various federal laws, Defendant Nationstar knows very well what it is doing.

**Defendant Nationstar Encourages Or Allows Its Agents And Employees To Routinely Violate The Law**

81. Defendant Nationstar encourages and/or allows its agents and/or employees to engage in this type of conduct because Defendant Nationstar profits immensely from this type of illegal behavior through its employees and/or agents.

82. This is not a situation where there are “rogue” employees or agents of Defendant Nationstar – instead Defendant Nationstar is a sophisticated, highly managed large corporation with many levels of supervision, in house legal department, in house compliance department, and many law firms acting as outside counsel.
83. The conduct that occurred in the past and is occurring even up to today has not escaped the notice of Defendant Nationstar.
84. It is inconceivable (and certainly not reasonable) to think that Defendant Nationstar is unaware of the letters and the calls (which it claims are recorded) where the Plaintiffs have made clear the wrongdoing of Defendant Nationstar. Defendant Nationstar carefully monitors its employees for production goals and quality goals.
85. It knows what is happening and, in fact, encourages these types of violations in order to profit in an illicit manner.
86. This will be shown in discovery and is also a reasonable (if not the only reasonable) explanation for why this type of misconduct (the counts in this Amended Complaint) happened, continues to happen, and will even continue to happen in the future.
87. Thus, one of the major goals of the CFPB and the mortgage reform laws is frustrated by a large servicer continuing to act in an abusive way.

### **Example Of False Credit Reporting By Defendant Nationstar**

88. Here is a typical credit reporting from Defendant Nationstar. On January 26, 2015, the Equifax credit report reveals that Defendant Nationstar started reporting on Plaintiff Bobby Myers on or about December 31, 2014, and it does not show the account to be in dispute.
89. Defendant Nationstar knows Plaintiffs dispute the debt from verbal and written statements from Plaintiffs.
90. Defendant Nationstar knows the FDCPA (Section e(8)) requires any credit reporting to show that the account is in “dispute.”
91. Defendant Nationstar willfully and wrongfully refused to mark the account as in dispute.
92. Defendant Nationstar just started credit reporting at the end of last year because it just purchased this “loan” in the latter part of 2014.
93. Despite being told by Plaintiffs that no debt was owed (including in a September 15, 2014 FDCPA dispute letter attached as Exhibit “C,”) Defendant Nationstar has refused to offer any proof this debt is owed, the amount is correct, or who the original creditor was, or any other information.
94. Instead Defendant Nationstar continued to collect (illegally under the FDCPA) including false credit reporting, which violates 1692e(8) as this

subsection prohibits false credit reporting and the refusal to mark an account as “disputed”.

95. The credit reporting shows over \$9,000 is past due, that it is a loan secured by real estate, and that the last payment was in September 2008.
96. This is false as no money is owed. There is no security interest, and Plaintiffs have no relationship with Defendant Nationstar.
97. Plaintiff Bobby Myers February 5, 2015, Experian report shows virtually the identical information as the Equifax report.

**Continued False Credit Reporting By Defendant Nationstar Has Put Plaintiffs' New Home Under Construction In Jeopardy**

98. Plaintiffs have learned from a recent application for permanent loan financing that the false credit reporting is continuing.
99. This includes the information listed above, in particular that Defendant Nationstar is asserting it has a mortgage (security interest) in the property.
100. This prevents Plaintiffs from obtaining permanent financing and if it is not corrected will force Plaintiffs into defaulting on their construction loan when it is due next year, thus losing their brand new home which is being built right now.
101. Defendant Nationstar knows this and is using this fact as leverage to force Plaintiffs into paying Defendant Nationstar money that is not owed.

102. This is a classic “shakedown” tactic, which demonstrates the malice and willfulness behind all of Defendant Nationstar’s actions.

### **Defendant Nationstar Continues To Engage In Debt Collection Against Plaintiffs**

103. Despite the phone calls and threatening letters and false credit reporting, there is no debt to collect.

104. There is no debt to credit report on.

105. Every month Plaintiffs are receiving letters from Defendant Nationstar saying a debt is owed, Plaintiffs are past due, a foreclosure may happen, and/or other threats are made against Plaintiffs (See letters attached as Exhibit “A”).

106. The actions and inactions of Defendant Nationstar violate the FDCPA, RESPA, as well as state law.

107. Congress found it necessary to pass the FDCPA due to rampant abusive practices by dishonorable debt collectors. 15 USC § 1692 is entitled "Congressional findings and declaration of purpose" and it states as follows:

- (a) There is **abundant evidence** of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. **Abusive debt collection practices contribute** to the number of personal bankruptcies, to marital instability, to the loss of jobs, and **to invasions of individual privacy**.
- (b) Existing laws and procedures for redressing these injuries are inadequate to protect consumers.
- (c) **Means other than misrepresentation or other abusive debt collection practices are available for the effective collection of debts.**

- (d) Abusive debt collection practices are carried on to a substantial extent in interstate commerce and through means and instrumentalities of such commerce. Even where abusive debt collection practices are purely intrastate in character, they nevertheless directly affect interstate commerce.
- (e) It is the **purpose** of this title to **eliminate abusive debt collection practices** by debt collectors, to **insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged**, and to promote consistent State action to protect consumers against debt collection abuses.

[Emphasis added].

108. Plaintiffs incurred a financial obligation that was primarily for personal, family or household purposes (Plaintiffs' home loan) and is therefore a "debt" as that term is defined by 15 U.S.C. § 1692a(5).

**Defendant Nationstar Is A Debt Collector Under The FDCPA  
As The "Loan" Or "Debt" Was Allegedly In Default  
When Defendant Nationstar Received It**

109. Plaintiffs allege the debt<sup>3</sup> was in default at the time the servicing rights or the loan itself was allegedly assigned or transferred to Defendant Nationstar, which readily admits it is a debt collector in all of its letters to Plaintiffs.

110. The legal test for being a debt collector is whether a mortgage company (servicer or otherwise) received the loan while it was in default or not in default.

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<sup>3</sup> There is no debt owed to Defendant Nationstar but since Defendant Nationstar asserts there is, Plaintiffs will use the language of the "debt" meaning whatever Defendant Nationstar asserts is owed.

111. If in default at the time of the receipt, then the mortgage company is a debt collector.
112. Even if the loan was not in default, or even if there was no loan owed, if the mortgage company believes the loan is in default, then the mortgage company is a debt collector.
113. And if the mortgage company acts as if the loan was in default (even if it is not), then the mortgage company is a debt collector.
114. And if no loan exists, but a Defendant such as Defendant Nationstar believes or acts as if the loan exists, then the FDCPA applies to a debt collector such as Defendant Nationstar.
115. In the present case Defendant Nationstar not only believes the loan was in default but it has told Plaintiffs on multiple occasions that the loan (which was obtained by Nationstar in 2014) has been in default since at least 2008.
116. Therefore Defendant Nationstar is a “debt collector” (as it readily admits in its communications) as defined by the FDCPA.
117. Defendant Nationstar is considered a “debt collector” and began engaging in debt collection activities against Plaintiffs.

#### **Further Examples Of Illegal Debt Collection By Defendant Nationstar**

118. Misrepresentations were made regarding the character, amount, or legal status of the debt.

119. The amount of the debt, the amount of fees and charges, were incorrect and not supported by the law and by the note and mortgage.
120. The threatened foreclosure and other collection activities are illegal and constitute a threat to take action which Defendant Nationstar was not legally entitled to take or had no intention of taking.
121. The threatened foreclosure is not authorized by the contract giving rise to the alleged debt (or security instrument) or by any state or federal law.
122. The collecting of a non existent debt is not authorized by the contract giving rise to the alleged debt or by any state or federal law.
123. The adding of fees to a non existent debt is not authorized by the contract giving rise to the alleged debt or by any state or federal law.
124. False credit reporting is not authorized by the contract giving rise to the alleged debt or by any state or federal law.
125. Defendant Nationstar used false representations and/or deceptive means to collect on this debt as described above.
126. The collection methods employed by Defendant Nationstar were harassing and illegal as there is no other way to describe a massive company Defendant Nationstar collecting illegally, and threatening to take someone's property and home without contractual or legal authority.

127. The shock, dismay, fear, anger, embarrassment, humiliation, sense of betrayal, and outrage felt and experienced in the Plaintiffs' bodies, minds, and hearts, is difficult to describe as Defendant Nationstar has threatened to take Plaintiffs' property and has sought to destroy Plaintiffs' credit.
128. Plaintiffs allege that the alleged assignments between the original lender, and any other entity are defective, void, or otherwise unenforceable.
129. Plaintiffs contend that any alleged transfer was wrongful, illegal, in violation of law and the documents governing the relationship between Plaintiffs and the owners of their mortgage.
130. All employees and agents of Defendant Nationstar acted with the line and scope of their employment and/or agency relationship.

#### **Defendant Nationstar's Misconduct Has Damaged Plaintiffs**

131. As a direct result of the acts complained of described above factually, and below legally, Plaintiffs have been caused to suffer, suffer now, and will continue in the future to suffer great mental anguish, damage to their reputation, economic and emotional damages and claim from Defendant Nationstar all damages allowable under the law.

**COUNT I.**

**VIOLATIONS OF RESPA AND TILA**

132. On all but one of Plaintiffs' letters, the Defendant failed to confirm or otherwise acknowledge receipt of the Request for Information and Notice of Errors.
133. Defendant Nationstar is a mortgage or loan servicer as defined by the law.
134. Plaintiffs sent valid request for information and notice of error letters to Defendant Nationstar (attached as Exhibit "B").
135. Defendant Nationstar failed to acknowledge (within 5 business days) and failed to respond substantively (within 30 business days) the letters with the exception of acknowledging (but not responding to) one letter.
136. Plaintiffs are entitled to actual damages as the reason Defendant Nationstar has not corrected their illegal practices against Plaintiffs is the refusal of Defendant Nationstar to acknowledge and then respond to the letters.
137. Defendant Nationstar knows if it acknowledged the letters, and if it produced the information requested, and fixed the errors that it knows about (and that Plaintiffs raised in letters), then Defendant Nationstar could not squeeze money out of Plaintiffs.

138. So Defendant Nationstar refuses to do this so it can continue to damage Plaintiffs as it has calculated that the best way to get money out of Plaintiffs is to continue to take the illegal action against Plaintiffs.
139. Plaintiffs have been damaged by the wrongful conduct but yet Defendant Nationstar refuses to fix its errors, thereby compounding the damages.
140. Plaintiffs are in fear of losing their home and their property and the refusal of Defendant Nationstar to even acknowledge their requests and notices of errors and especially the refusal of Defendant Nationstar to stop violating the law – to correct its errors – has caused, is causing, and will continue to cause massive emotional distress and financial loss.
141. As one example, Plaintiffs are not able to get a permanent loan because of the false and illegal acts of Defendant Nationstar.
142. This is because of false credit reporting by Defendant Nationstar, which is continuing even after the lawsuit was filed.
143. This could have been fixed by Defendant Nationstar simply no longer reporting false credit information but such does not fit in the plans of Defendant Nationstar as this is one of the most damaging forms of illegal conduct it has to use against Plaintiffs.

144. RESPA requires the Defendant Nationstar to send the Plaintiffs a written acknowledgement saying that the Defendant Nationstar received the Request for Information from the Plaintiffs.
145. The written acknowledgement had to be provided to the Plaintiffs within five (5) business days of the date of the receipt of the Request. The Regulations provide that in computing this time period public holidays, Saturdays and Sundays are excluded. As a result, in this case, the written acknowledgement was due for each letter no later than September 24, 2014 as they were received on September 17.
146. Substantive responses are required to be sent to Plaintiffs by Defendant Nationstar within thirty (30) business days of receipt of the notices of error and requests for information. The Defendant Nationstar has not provided the Plaintiffs with a substantive response to any of the multiple request for information and notice of error letters received by Defendant Nationstar on September 17, 2014, making the substantive responses due October 30, 2014.
147. The Defendant in this case has exhibited a pattern and practice of failing to comply with the Regulations as it failed to comply with multiple letters from Plaintiffs, has received formal and informal complaints (including those sent

to the CFPB) and has been sued for failing to respond to other similar requests under Regulation X and Z, including qualified written requests<sup>4</sup>.

148. Refusing to send a payoff amount, which was requested almost a year ago, has violated TILA and RESPA and this, again, is part of the pattern and practice of how Defendant Nationstar treats its obligations under TILA (see for example 15 U.S.C. 1639g) and RESPA.
149. As a result of this lack of compliance by the Defendant, Defendant is liable to Plaintiffs for actual damages, statutory damages for each violation, costs and attorneys fees.
150. The violations of the law by Defendant Nationstar have resulted in mental anguish, emotional distress, financial loss, damage to credit, and other damages that will be identified in discovery.
151. Along with the paragraphs in this Count, paragraphs 3-12, 13-58, 81-87, and 131 of the Amended Complaint support these causes of action.
152. As a result of Defendant Nationstar's violations of RESPA and TILA (Regs X & Z), Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney's fees, expenses and costs from Defendant Nationstar.

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<sup>4</sup> Qualified Written Requests still exist but for practical purposes have been replaced with requests for information and notices of errors.

**COUNT II.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT  
15 U.S.C. § 1692d**

153. Section 1692d states “A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.”
154. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support the 1692d claim.
155. Defendant Nationstar has no right to threaten to collect, to actually collect, to falsely credit report, and to threaten to take a family’s property and home when there is no legal right to do so.
156. The natural consequence for any consumer faced with the onslaught of the Defendant Nationstar’s wrath is to be harassed, oppressed, and to feel abuse.
157. This is exactly what has happened in the present case with Plaintiffs.
158. Plaintiffs are entitled to actual damages as the reason Defendant Nationstar has not corrected their illegal practices against Plaintiffs is because if it did, then Defendant Nationstar could not squeeze money out of Plaintiffs.
159. So Defendant Nationstar refuses to do this so it can continue to damage Plaintiffs as it has calculated that the best way to get money out of Plaintiffs is to continue to take the illegal action against Plaintiffs.

160. Plaintiffs have been damaged by the wrongful conduct but yet Defendant Nationstar refuses to fix its errors, thereby compounding the damages.
161. Plaintiffs are in fear of losing their home and their property and the refusal of Defendant Nationstar to stop violating the law – to correct its errors – has caused, is causing, and will continue to cause massive emotional distress and financial loss.
162. As one example, Plaintiffs are not able to get a permanent loan because of the false and illegal acts of Defendant Nationstar.
163. This is because of false credit reporting by Defendant Nationstar, which is continuing even after the lawsuit was filed.
164. As a result of Defendant Nationstar's violations of the FDCPA, Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney's fees, expenses and costs from Defendant Nationstar.

### **COUNT III.**

#### **VIOLATIONS OF THE FAIR DEBT COLLECTIONPRACTICES ACT 15 U.S.C. § 1692e**

165. Section 1692e states "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section."

166. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support 1692e claim.

167. The actions of Defendant Nationstar are inherently false, deceptive and misleading in trying to collect debts not owed, threatening to foreclose on property without the legal right, false credit reporting, and the other actions described in this Amended Complaint as Section 1692e<sup>5</sup> prohibits this.

168. As a result of Defendant Nationstar's violations of the FDCPA, Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney's fees, expenses and costs from Defendant Nationstar.

#### **COUNT IV.**

#### **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692e(2)**

169. Section 1692e(2) states "The false representation of the character, amount, or legal status of any debt;"

170. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support 1692e(2) claim.

171. The character of the debt has been misrepresented as none is owed, and there is no security interest in the debt, and thus no right to foreclose, when, in fact, no debt is owed.

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<sup>5</sup> The subsections of 1692e are examples of conduct that also violate 1692e. While not exhaustive, they do provide specific examples.

172. The amount has been misrepresented as well as the legal status when Defendant Nationstar has repeatedly asserted money is owed and a foreclosure will occur if the debt is not paid.
173. As a result of Defendant Nationstar's violations of the FDCPA, Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney's fees, expenses and costs from Defendant Nationstar.

**COUNT V.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT  
15 U.S.C. § 1692e(4)**

174. Section 1692e(4) states "The representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such action is lawful and the debt collector or creditor intends to take such action."
175. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support 1692e(4) claim.
176. Defendant Nationstar has specifically and repeatedly threatened by phone and by letter to take Plaintiffs' property and as shown in this Amended Complaint there is no right under the contract or the law for Defendant Nationstar to do this.

177. The threat of foreclosure by Defendant Nationstar is either one it intends to take (but which is illegal) or it is one that Defendant Nationstar never intends to take but is simply using as a threat to force Plaintiffs to pay money not owed to Defendant Nationstar.
178. As a result of Defendant Nationstar's violations of the FDCPA, Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney's fees, expenses and costs from Defendant Nationstar.

**COUNT VI.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. § 1692e(5)**

179. Section 1692e(5) states "The threat to take any action that cannot legally be taken or that is not intended to be taken."
180. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support 1692e(5) claim.
181. The threat of foreclosure by Defendant Nationstar is either one it intends to take (but which is illegal) or it is one that Defendant Nationstar never intends to take but is simply using as a threat to force Plaintiffs to pay money not owed to Defendant Nationstar.
182. As a result of Defendant Nationstar's violations of the FDCPA, Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney's fees, expenses and costs from Defendant Nationstar.

**COUNT VII.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT  
15 U.S.C. § 1692e(8)**

183. Section 1692e(8) states “Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed.”
184. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support 1692e(8) claim.
185. False credit reporting is occurring repeatedly, including the failure to mark the account as disputed.
186. Plaintiffs are entitled to actual damages as the reason Defendant Nationstar has not corrected its illegal credit reporting practices against Plaintiffs is because if it did, then Defendant Nationstar could not squeeze money out of Plaintiffs.
187. So Defendant Nationstar refuses to do this so it can continue to damage Plaintiffs as it has calculated that the best way to get money out of Plaintiffs is to continue to take the illegal action against Plaintiffs.
188. Plaintiffs have been damaged by the wrongful conduct but yet Defendant Nationstar refuses to fix its credit reporting errors, thereby compounding the damages.

189. Plaintiffs are in fear of losing their home and their property and the refusal of Defendant Nationstar to stop violating the law – to correct its errors – has caused, is causing, and will continue to cause massive emotional distress and financial loss.
190. Plaintiffs are not able to get a permanent loan because of the false and illegal acts of Defendant Nationstar.
191. This is because of false credit reporting by Defendant Nationstar, which is continuing even after the lawsuit was filed.
192. This future damage could have been fixed by Defendant Nationstar simply no longer reporting false credit information but such does not fit in the plans of Defendant Nationstar as this is one of the most damaging forms of illegal conduct it has to use against Plaintiffs.
193. As a result of Defendant Nationstar's violations of the FDCPA, Plaintiff is entitled to actual damages; statutory damages; and reasonable attorney's fees, expenses and costs from Defendant Nationstar.

**COUNT VIII.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT  
15 U.S.C. § 1692e(10)**

194. Section 1692e(10) states “The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.”

195. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support 1692e(10) claim.
196. The false and deceptive statements made verbally and in writing have had one goal – to collect the debt that Defendant Nationstar says is owed to it by Plaintiffs.
197. As a result of Defendant Nationstar’s violations of the FDCPA, Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney’s fees, expenses and costs from Defendant Nationstar.

### **COUNT IX.**

#### **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692f**

198. Section 1692f states “A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.”
199. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support 1692f claim.
200. It is fundamentally unfair to collect a debt that is not owed and to threaten to foreclose or to credit report when there is no basis to do so – there is no other way to describe this type of collection conduct.
201. As a result of Defendant Nationstar’s violations of the FDCPA, Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney’s fees, expenses and costs from Defendant Nationstar.

**COUNT X.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. § 1692f(1)**

202. Section 1692f(1) states “The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

203. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support the 1692f(1) claim.

204. No contract or mortgage signed by Plaintiffs, and certainly nothing Defendant Nationstar has, remotely allows for the collection of an amount not owed. No law allows this either so the collection activities of Defendant Nationstar are unfair under this section of the FDCPA.

205. As a result of Defendant Nationstar’s violations of the FDCPA, Plaintiff is entitled to actual damages; statutory damages; and reasonable attorney’s fees, expenses and costs from Defendant Nationstar.

**COUNT XI.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. § 1692f(6)**

206. Section 1692f(6) prohibits threats to take property if not allowed by the security agreement and the law.

207. Specifically, paragraphs 2-3, 13-87, and 103-131 along with the paragraphs in this Count support the 1692f(6) claim.
208. The security agreement that Defendant Nationstar relies on does not allow for a foreclosure when there is no longer any mortgage on the property.
209. For Defendant Nationstar to attempt to foreclose or threaten to foreclose is fundamentally unfair.
210. As a result of Defendant Nationstar's violations of the FDCPA, Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney's fees, expenses and costs from Defendant Nationstar.

**COUNT XII.**  
**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. § 1692g(B)**

211. Section 1692g(B) prohibits collection activities of any type after a consumer notifies the debt collector in writing of a disputed debt within thirty days of receipt of a 1692g letter from the collector.
212. Defendant Nationstar violated this section when it received the September 15, 2014, dispute letter from Plaintiffs but continued to credit report, threaten to foreclose, claim money was owed, and all of the other collection activities described in this Amended Complaint at paragraphs 2-3, and 13-131.

213. As a result of Defendant Nationstar's violations of the FDCPA, Plaintiffs are entitled to actual damages; statutory damages; and reasonable attorney's fees, expenses and costs from Defendant Nationstar.

**COUNT XIII.**

**NEGLIGENT, WANTON, AND/OR INTENTIONAL HIRING AND SUPERVISION OF INCOMPETENT DEBT COLLECTORS**

214. Defendant Nationstar's collectors are allowed and encouraged to break Alabama law in order to collect debts.

215. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support this Count.

216. Defendant Nationstar is aware of the wrongful conduct of its agents and/or employees.

217. Defendant Nationstar negligently, wantonly, and/or intentionally hired, retained, or supervised incompetent debt collectors, who were allowed or encouraged to violate the law as was done to Plaintiffs, and Defendant Nationstar is thereby responsible to the Plaintiffs for the wrongs committed against Plaintiffs and the damages suffered by Plaintiffs.

**COUNT XIV.**

**WANTON CONDUCT**

218. Defendant Nationstar had a duty, and assumed a duty, to treat Plaintiff fairly and with reasonable care.

219. Defendant Nationstar had a duty, and assumed a duty, to not unreasonably cause harm to Plaintiff when it began to collect against Plaintiffs and threaten foreclosure.
220. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support this Count.
221. Defendant Nationstar violated all of the duties Defendant Nationstar had and such violations were made wantonly.
222. This is especially true as there is not even a contract between Defendant Nationstar and Plaintiffs.
223. It was foreseeable, and Defendant Nationstar did in fact foresee it, the actions of Defendant Nationstar would lead and did lead to the exact type of harm suffered by Plaintiffs.

#### **COUNT XV.**

#### **INVASION OF PRIVACY**

224. Alabama law recognizes Plaintiffs' right to be free from invasions of privacy and Defendant Nationstar violated Alabama state law as described in this Complaint.
225. Congress explicitly recognized a consumer's inherent right to privacy in collection matters in passing the Fair Debt Collection Practices Act, when it stated as part of its findings:

**Abusive debt collection practices contribute** to the number of personal bankruptcies, to marital instability, to the loss of jobs, and **to invasions of individual privacy.**

15 U.S.C. § 1692(a) (emphasis added).

226. Congress further recognized a consumer's right to privacy in financial data in passing the Gramm Leech Bliley Act, which regulates the privacy of consumer financial data for a broad range of "financial institutions" including debt collectors (albeit without a private right of action), when it stated as part of its purposes:

It is the policy of the Congress that **each financial institution has an affirmative and continuing obligation to respect the privacy of its customers** and to protect the security and confidentiality of those customers' nonpublic personal information.

15 U.S.C. § 6801(a) (emphasis added).

227. Defendant Nationstar and/or its agents intentionally, recklessly, and/or negligently interfered, physically or otherwise, with the solitude, seclusion and or private concerns or affairs of the Plaintiffs, namely, by repeatedly and unlawfully attempting to collect a debt and thereby invaded Plaintiffs' privacy.

228. Defendant Nationstar and its agents intentionally, recklessly, and/or negligently caused emotional harm to Plaintiffs by engaging in highly offensive conduct in the course of collecting this debt including threatening

to take Plaintiffs' property, thereby invading and intruding upon Plaintiffs' right to privacy.

229. This includes the false credit reporting by Defendant Nationstar on Plaintiffs' credit reports (which was made with malice, wantonness, and/or recklessness), the threats to foreclose, the illegal debt collection, and all other wrongful acts of Defendant Nationstar as outlined in this Amended Complaint and as will be proven at trial.
230. The plan and scheme carried out by Defendant Nationstar exceeded the bounds of reasonableness that govern the collection of debts, as there is no right to collect this non-existent debt and no right to threaten to foreclose.
231. Plaintiffs had a reasonable expectation of privacy in Plaintiffs' solitude, seclusion, private concerns or affairs, and private financial information.
232. The conduct of Defendant Nationstar and its agents, in engaging in the above-described illegal collection conduct against Plaintiffs, resulted in multiple intrusions and invasions of privacy by the Defendant Nationstar which occurred in a way that would be highly offensive to a reasonable person in that position.
233. Specifically, paragraphs 2-3 and 13-131 along with the paragraphs in this Count support this Count and Plaintiffs are entitled to actual damages in an amount to be determined at trial from Defendant Nationstar.

234. All invasions of privacy acts of Defendant Nationstar and its agents and/or employees were committed with malice, intent, wantonness, and/or recklessness and as such Defendant Nationstar is subject to punitive damages as well as nominal and compensatory damages.

**RELIEF REQUESTED**

**WHEREFORE**, Plaintiffs having set forth their claims for relief against the Defendant Nationstar, respectfully pray of the Court as follows:

- a. That Plaintiffs have and recover against the Defendant Nationstar a sum to be determined by a jury of their peers in the form of actual/compensatory damages;
- b. That Plaintiffs have and recover against the Defendant Nationstar a sum to be determined by a jury of their peers in the form of nominal damages;
- c. That Plaintiff have and recover against the Defendant Nationstar a sum to be determined by a jury of their peers in the form of punitive damages;
- d. That Plaintiffs have and recover against the Defendant Nationstar a sum to be determined by a jury of their peers in the form of statutory damages;

- e. That Defendant Nationstar be enjoined from further violations of the law against Plaintiffs;
- f. That Plaintiffs have reasonable attorney's fees, costs, expenses; and
- g. That Plaintiffs have such other and further and proper relief as the Court may deem just and proper.

Respectfully Submitted,

/s/ John G. Watts  
John G. Watts (ASB-5819-t82j)  
M. Stan Herring (ASB-1074-n72m)  
**Watts & Herring, LLC**  
The Kress Building  
301 19<sup>th</sup> Street North  
Birmingham, Alabama 35203  
(205) 879-2447  
(888) 522-7167 facsimile  
[john@wattsherring.com](mailto:john@wattsherring.com)  
[stan@wattsherring.com](mailto:stan@wattsherring.com)  
**Attorneys for Plaintiff**

**PLAINTIFF DEMANDS A TRIAL BY JURY IN THIS CAUSE.**

/s/ John G. Watts  
**Attorney for Plaintiff**

**CERTIFICATE OF SERVICE**

I hereby certify that on **August 6, 2015**, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Gregory C. Cook  
G. Lane Knight  
Ginny Willcox Leavens  
Balch & Bingham LLP  
P.O. Box 306  
Birmingham, AL 35201-0306

/s/ John G. Watts  
OF COUNSEL

# EXHIBIT

"A"

## MORTGAGE LOAN STATEMENT



RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
P.O. BOX 619633  
DALLAS, TX 75261-8063

## CONTACT INFORMATION

Customer Service: 1-888-480-2412

Monday - Thursday, 8 a.m. - 8 p.m. CT

Friday, 8 a.m. - 6 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT

MyNationstar.com

0-692-02223-0001707-001-1-000-101-000-000



BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978



Your Dedicated Loan Specialist is Wilhem Kaja and can be reached  
at (888) 850-9368 EXT. 4670728 or via mail at  
380 Highland Drive, Lewisville, TX 75067

Statement Date	08/28/2014
Loan Number	
Payment Due Date:	09/01/2014
<b>Amount Due:</b>	<b>\$8,867.65</b>
<i>If payment is received on or after 08/17/14, \$6.04 late fee will be charged</i>	

Property Address:  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Interest Bearing Principal Balance	\$19,000.00
Interest Rate	7.625%
Escrow Balance	\$0.00
Prepayment Penalty*	
*Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance.	

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

END OF MONTH PAYMENT	
Principal	\$0.00
Interest	\$120.73
Escrow Amount (for Taxes & Insurance)	\$0.00
Optional Products and Services	\$0.00
Regular Monthly Payment	\$120.73
Total Fees and Charges	\$54.36
Overdue Payment(s)	\$8,692.56
<b>Total Amount Due</b>	<b>\$8,867.65</b>

PAST PAYMENTS BREAKDOWN	
	Payments Rec'd since 11/16/2013
Principal	\$0.00
Interest	\$0.00
Escrow (Taxes & Insurance)	\$0.00
Optional Insurance	\$0.00
Fees and Charges	\$0.00
Lender Paid Expenses	\$0.00
Partial Payment (Unapplied)**	\$0.00
<b>Total</b>	<b>\$0.00</b>

Date	Description	Total	Principal	Interest	Escrow	Other
08/18/2014	Fee Assessed	\$6.04				\$6.04
07/18/2014	Fee Assessed	\$6.04				\$6.04
06/18/2014	Fee Assessed	\$6.04				\$6.04
06/11/2014	Adjustment-Fees	\$38.24				\$38.24
06/11/2014	Fee Waived	-\$38.24				-\$38.24

Reduce your financial burden when your home is impacted by a disaster or you involuntarily lose your job. Let First Protector pay your mortgage for you. Visit <a href="http://www.firstprotectorsolutions.com">www.firstprotectorsolutions.com</a> or call 1-855-211-3597 weekdays from 8 a.m.-8 p.m. E.T. for more information and mention offer code OWCD3. (Hablanos Espanol).
<b>Signing up for Paperless Billing is simple, convenient and secure. Simply visit <a href="http://MyNationstar.com">MyNationstar.com</a> to log into your account and select to "Go Paperless" today.</b>
<b>If you do not wish to receive paper statements, simply log into your account at <a href="http://MyNationstar.com">MyNationstar.com</a> and after your selection to eStatements/Paperless Billing. Paperless billing offers convenient monthly statement email reminders, greater security - no lost mail, and access up to 6 months of archived online statements to view or download to your personal computer.</b>

This is an attempt to collect a debt and any information obtained will be used for that purpose.  
DETACH HERE AND RETURN WITH YOUR PAYMENT PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY



MyNationstar.com

PLEASE CHECK BOX IF MAILING ADDRESS OR  
PHONE NUMBER HAS CHANGED ENTER  
CHANGES ON BACK OF COUPON  
BOBBY FRAN MYERS

ACCOUNT NUMBER 0615376738	TOTAL AMOUNT DUE 09/01/2014 \$8,867.65
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE!!	

PAYMENT DUE IF RECEIVED ON OR AFTER  
09/17/2014 \$8,873.68

ADDITIONAL ESCROW  
\*\*ADDITIONAL PRINCIPAL  
TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH

\*\*All amounts must be paid in full before additional principal reduction can be made

NATIONSTAR MORTGAGE  
PO BOX 850783  
DALLAS, TX 75265-0783



06153767380 000886765 000RA73L8



P.O. BOX 650783  
DALLAS, TX 75265

0-692-02223-0001707-001-2-000-101-000-000



BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Customer Service: 1-888-480-2432  
Monday - Thursday, 8 a.m. - 8 p.m. CT  
Friday, 8 a.m. - 6 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT  
[MyNationstar.com](http://MyNationstar.com)

Your Dedicated Loan Specialist is William Kaja and can be reached  
at (866) 650-9395 EXT. 4670728 or via mail at:  
350 Highland Drive, Lewisville, TX 75067

Statement Date:	08/28/2014
Loan Number:	
Payment Due Date:	09/01/2014
<b>Amount Due:</b>	<b>\$8,867.65</b>

*If payment is received on or after 09/17/14, \$6.04 late fee will be charged.*

Transaction Activity (11/16/2013 to 08/28/2014) continued from Page 1

Date	Description	Total	Principal	Interest	Escrow	Other
05/16/2014	Fee Assessed	\$6.04				\$6.04
04/16/2014	Fee Assessed	\$6.04				\$6.04
03/17/2014	Fee Assessed	\$6.04				\$6.04
02/18/2014	Fee Assessed	\$6.04				\$6.04
01/16/2014	Fee Waived	-\$6.04				-\$6.04
01/16/2014	Fee Assessed	\$6.04				\$6.04
12/16/2013	Fee Waived	-\$6.04				-\$6.04
12/16/2013	Fee Assessed	\$6.04				\$6.04
11/19/2013	Fee Assessed	\$12.08				\$12.08
11/17/2013	Fee Waived	-\$6.04				-\$6.04
11/17/2013	Fee Assessed	\$6.04				\$6.04
11/19/2013	New Loan	\$19,000.00				

We at Nationstar Mortgage would like to welcome you. Whether you just bought a new home, refinanced an existing loan or were recently transferred, we would like to take this opportunity to Thank You for allowing Nationstar Mortgage to serve your mortgage needs. You will receive this billing statement every month before each scheduled due date. Be sure to check the back of your statement for helpful hints and important information including PAYMENT OPTIONS, CONTACT INFORMATION, and our website address. An online version of the "Introducing Your New Billing Statement" brochure is located on our website at [MyNationstar.com](http://MyNationstar.com) to register your account today. Should you ever have any questions with regard to your mortgage loan, visit our website address at [MyNationstar.com](http://MyNationstar.com) to find the answers to frequently asked questions and for further assistance contact our Customer Service Department at 1-888-480-2432, 8am-8pm CST, Monday through Thursday and 8am-6pm CST, Friday.

At the time this statement was sent, we had not received a payment from you since 08/28/2014. If you are facing financial difficulty, please know that there may be options available to you and that we are committed to working with you regarding making your monthly payment more affordable. Our representatives are standing by and can be reached at 1-877-448-5053. Please call us today so we can discuss your available options and which one may be right for you.

You can make your payment online at [MyNationstar.com](http://MyNationstar.com). There is no charge for this service if you schedule your payment within 9 days past your due date.



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P.O. BOX 650783  
DALLAS, TX 75261-0063

# MORTGAGE LOAN STATEMENT

Customer Service: 1-888-480-2432  
Monday - Thursday 8 a.m. - 8 p.m. CT  
Friday 8 a.m. - 6 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT  
[MyNationstar.com](http://MyNationstar.com)

5-692-03813-0025437-006-1-000-101-000-000

BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Your Dedicated Loan Specialist is William Kaja and can be reached  
at (888) 650-9398 EXT 4670728 or via mail at:  
350 Highland Drive, Lewisville, TX 75067

Statement Date: 09/19/2014  
Loan Number  
Payment Due Date: 10/01/2014  
Amount Due: \$8,994.42  
If payment is received on or after 10/17/14, \$6.04 late fee will be charged

Property Address:  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Interest Bearing Principal Balance	\$18,000.00
Interest Rate	7.625%
Escrow Balance	\$0.00
Prepayment Penalty*	"Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance."

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

DEFINITION OF ACCOUNT DUE	
Principal	\$0.00
Interest	\$120.73
Escrow Amount (for Taxes & Insurance)	\$0.00
Optional Products and Services	\$0.00
Regular Monthly Payment	\$120.73
Total Fees and Charges	\$60.40
Overdue Payment(s)	\$8,813.29
Total Amount Due	\$8,994.42

PAST DUE PAYMENT DUE AND RECEIVED	
	Payments Rec'd since 09/29/2014
Principal	\$0.00
Interest	\$0.00
Escrow (Taxes & Insurance)	\$0.00
Optional Insurance	\$0.00
Fees and Charges	\$0.00
Lender Paid Expenses	\$0.00
Partial Payment (Unapplied)**	\$0.00
Total	\$0.00

RECEIVED PAYMENT DUE AND RECEIVED						
Date	Description	Total	Principal	Interest	Escrow	Other
09/16/2014	Fee Assessed	\$6.04				\$6.04

First Protector covers important gaps in your homeowner's policy that help keep your home safe. Visit [www.firstprotectorsolutions.com](http://www.firstprotectorsolutions.com) or call 1-855-211-3597 weekdays from 8 a.m.-8 p.m. E.T. for more information and mention offer code OWC8. (Hablamos Espanol).  
If you do not wish to receive paper statements, simply log into your account at [MyNationstar.com](http://MyNationstar.com) and after your selection to eCorrespondence, eCorrespondence offers convenient monthly email reminders, greater security - no lost mail, and archived online access to view or download to your personal computer.  
At the time this statement was sent, we had not received a payment from you since 09/18/2014. If you are facing financial difficulty, please know that there may be options available to you and that we are committed to working with you regarding making your monthly payment more affordable. Our representatives are standing by and can be reached at 1-877-448-5033. Please call us today so we can discuss your available options and which one may be right for you.

This is an attempt to collect a debt and any information obtained will be used for that purpose.  
DETACH HERE AND RETAIN WITH YOUR PAYMENT PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY



[MyNationstar.com](http://MyNationstar.com)

PLEASE CHECK BOX IF MAILING ADDRESS OR  
PHONE NUMBER HAS CHANGED ENTER  
CHANGES ON BACK OF COUPON.  
BOBBY FRAN MYERS

NATIONSTAR MORTGAGE  
PO BOX 650783  
DALLAS, TX 75265-0783

ACCOUNT NUMBER  
0816376738

TOTAL AMOUNT DUE\*  
10/01/2014 \$8,994.42

WRITE YOUR LOAN NUMBER ON YOUR  
CHECK OR MONEY ORDER AND MAKE  
PAYABLE TO NATIONSTAR MORTGAGE

PAYMENT DUE IF RECEIVED ON OR AFTER  
10/17/2014 \$9,000.46

ADDITIONAL ESCROW  
\*\*ADDITIONAL PRINCIPAL  
TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH

"All amounts must be paid in full before additional principal reduction can be made."



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PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
PO BOX 619063  
DALLAS, TX 75261-9063

0-592-06013-0025948-008-1-000-101-000-000



BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978



## CONTACT INFORMATION

Customer Service: 1-888-420-3432  
Monday - Thursday, 8 a.m. - 8 p.m. CT  
Friday, 8 a.m. - 6 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT  
[MyNationstar.com](http://MyNationstar.com)

Your Dedicated Loan Specialist is Krissy Sonomura and can be reached at (888) 850-9383 EXT. 4870010 or via mail at  
350 Highland Drive, Lewisville, TX 75067

Statement Date:	10/20/2014
Loan Number:	
Payment Due Date:	11/01/2014
<b>Amount Due:</b>	<b>\$9,121.19</b>

*If payment is received on or after 11/17/14, \$6.04 late fee will be charged*

Property Address:  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Interest Bearing Principal Due	
Interest Bearing Principal Balance	\$19,000.00
Interest Rate	7.625%
Escrow Balance	\$0.00
Prepayment Penalty*	
<small>*Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance</small>	

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes

Interest Bearing Amount Due	
Principal	\$0.00
Interest	\$120.73
Escrow Amount (for Taxes & Insurance)	\$0.00
Optional Products and Services	\$0.00
Regular Monthly Payment	\$120.73
Total Fees and Charges	\$68.44
Overdue Payment(s)	\$8,034.02
<b>Total Amount Due</b>	<b>\$9,121.19</b>

Paid Payment Breakdown		
	Payments Rec'd since 09/20/2014	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)***	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

Date	Description	Total	Principal	Interest	Escrow	Other
10/16/2014	Fee Assessed	\$6.04				\$6.04

**Electronic Correspondence**

If you do not wish to receive paper statements, simply log into your account at [MyNationstar.com](http://MyNationstar.com) and after your selection to eCorrespondence, eCorrespondence offers convenient monthly email reminders, greater security - no lost email, and archived online access to view or download to your personal computer.

At the time this statement was sent, we had not received a payment from you since 10/20/2014. If you are facing financial difficulty, please know that there may be options available to you and that we are committed to working with you regarding making your monthly payment more affordable. Our representatives are standing by and can be reached at 1-877-448-5053. Please call us today so we can discuss your available options and which one may be right for you.

You can make your payment online at [MyNationstar.com](http://MyNationstar.com). There is no charge for this service if you schedule your payment within 9 days past your due date.

This is an attempt to collect a debt and any information obtained will be used for that purpose.  
DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY

[MyNationstar.com](http://MyNationstar.com)

PLEASE CHECK BOX IF MAILING ADDRESS OR  
PHONE NUMBER HAS CHANGED. ENTER  
CHANGES ON BACK OF COUPON  
BOBBY FRAN MYERS

ACCOUNT NUMBER	TOTAL AMOUNT DUE*
0615376738	11/01/2014 \$9,121.19

WRITE YOUR LOAN NUMBER ON YOUR  
CHECK OR MONEY ORDER AND MAKE  
PAYABLE TO NATIONSTAR MORTGAGE

PAYMENT DUE IF RECEIVED ON OR AFTER
11/17/2014 \$9,127.23

NATIONSTAR MORTGAGE  
PO BOX 650783  
DALLAS, TX 75285-0783



ADDITIONAL ESCROW \$ \_\_\_\_\_

\*ADDITIONAL PRINCIPAL \$ \_\_\_\_\_

**TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH**

\*\*All amounts must be paid in full before additional principal reduction can be made

06153767380 000912119 000912723



350 Highland Drive  
Lewisville, TX 75067  
[www.MyNationstarMtg.com](http://www.MyNationstarMtg.com)

October 21, 2014



9-693-05777-0004163-001-01-000-000-000-000  
BOBBY FRANKL MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

**OPEN IMMEDIATELY  
IMPORTANT INFORMATION**



Loan # \_\_\_\_\_  
Property Address: 8525 AL HIGHWAY 40  
HENAGAR, AL 35978

Dear BOBBY FRANKL MYERS:

Nationstar Mortgage would like to inform you of an updated Dedicated Loan Specialist to assist you and answer any further questions regarding your loan status or possible assistance. Please find your new Dedicated Loan Specialist contact information below. Please note that fax is the preferred means in which to send in documents. Contact your Dedicated Loan Specialist for more detail.

Kristy Sonomura  
Phone: (888)850-9398, ext. 4670010  
350 Highland Drive  
Lewisville, TX 75067  
Fax: (214)488-1993

**We're ready to help.**

Please don't wait to contact your Dedicated Loan Specialist named above. If for some reason they're unavailable, you're welcome to speak with another Loan Specialist by calling 877-450-8638, Mon-Fri 8am to 8pm, Sat 8am to 12 pm. And you can always visit us online and sign into your account at [MyNationstar.com](http://MyNationstar.com) We look forward to hearing from you soon.

Sincerely,

Foreclosure Prevention Department  
Nationstar Mortgage LLC

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in a bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

*For help exploring your options, the Federal government provides contact information for housing counselors, which you can access by contacting the Consumer Financial Protection Bureau at [www.consumerfinance.gov](http://www.consumerfinance.gov), the Department of Housing and Urban Development at [www.hud.gov](http://www.hud.gov), or by calling HUD Housing Counselor List at 800-589-4287.*

**Additional Help**

If you have any questions about Home Affordable Modification, you can call the Homeowners HOPE™ Hotline at 1-888-895-HOPE (4873). The Hotline can help with questions and offers access to free HUD-certified counseling services in English and Spanish.



CSLS

693-4020-0312F



RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
P.O. BOX 619083  
DALLAS, TX 75261-5083

8-692-08428-0151553-031-1-000-101-000-000

BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

## MORTGAGE LOAN STATEMENT

## MORTGAGE LOAN STATEMENT

## CONTACT INFORMATION

Customer Service: 1-888-630-3432  
Monday - Thursday 8 a.m. - 8 p.m. CT  
Friday, 8 a.m. - 6 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT  
MyNationstar.com

Your Dedicated Loan Specialist is Kristy Sonomura and can be reached at (888) 630-6368 EXT. 4670010 or via mail at:  
350 Highland Drive, Lewisville, TX 75067

Statement Date: 11/18/2014  
Loan Number:  
Payment Due Date: 12/01/2014  
**Amount Due: \$9,247.96**  
If payment is received on or after 12/17/14, \$6.04 late fee will be charged

Property Address:  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Interest Bearing Principal Balance	\$19,000.00
Interest Rate	7.625%
Escrow Balance	\$0.00
Prepayment Penalty*	"Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance"

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes

Explanation of Amount Due	
Principal	\$0.00
Interest	\$120.73
Escrow Amount (for Taxes & Insurance)	\$0.00
Optional Products and Services	\$0.00
Regular Monthly Payment	\$120.73
Total Fees and Charges	\$72.48
Overdue Payment(s)	\$9,054.75
<b>Total Amount Due</b>	<b>\$9,247.96</b>

Past Payment Breakdown		
	Payments Rec'd since 10/21/2014	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

Date	Description	Total	Principal	Interest	Escrow	Other
11/17/2014	Fee Assessed	\$6.04				\$6.04

If you do not wish to receive paper statements, simply log into your account at MyNationstar.com and after your selection to eCorrespondence. ECorrespondence offers convenient monthly email reminders, greater security - no lost mail, and archived online access to view or download to your personal computer.

At the time this statement was sent, we had not received a payment from you since 11/16/2014. If you are facing financial difficulty, please know that there may be options available to you and that we are committed to working with you regarding making your monthly payment more affordable. Our representatives are standing by and can be reached at 1-877-448-8053. Please call us today so we can discuss your available options and which one may be right for you.

You can make your payment online at MyNationstar.com. There is no charge for this service if you schedule your payment within 9 days past your due date.

This is an attempt to collect a debt and any information obtained will be used for that purpose.  
DETACH HERE AND RETURN WITH YOUR PAYMENT PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY

**Nationstar**  
MORTGAGE [MyNationstar.com](http://MyNationstar.com)

PLEASE CHECK BOX IF MAILING ADDRESS OR  
PHONE NUMBER HAS CHANGED ENTER  
CHANGES ON BACK OF COUPON  
BOBBY FRAN MYERS

ACCOUNT NUMBER 0615376738	TOTAL AMOUNT DUE* 12/01/2014 \$9,247.96
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE	

PAYMENT DUE IF RECEIVED ON OR AFTER  
12/17/2014 \$9,254.00

NATIONSTAR MORTGAGE  
PO BOX 850763  
DALLAS, TX 75285-0783

|||||

ADDITIONAL ESCROW \$ \_\_\_\_\_  
\*\*ADDITIONAL PRINCIPAL \$ \_\_\_\_\_

**TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH** \$ \_\_\_\_\_

\*All amounts must be paid in full before additional principal reduction can be made

06153767380 000924796 000925400



12/04/2014

Sent Via Certified Mail  
9314 7100 1170 0780 5719 70

**BOBBY FRANKL MYERS**  
8525 AL HIGHWAY 40  
HENAGAR, AL 35978

Loan Number:  
Property Address: 8525 AL HIGHWAY 40  
HENAGAR, AL 35978

Dear BOBBY FRANKL MYERS:

**FEDERAL LAW REQUIRES US TO ADVISE YOU THAT NATIONSTAR MORTGAGE LLC ("NATIONSTAR") IS A DEBT COLLECTOR AND THAT THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE CURRENTLY IN BANKRUPTCY OR HAVE RECEIVED A DISCHARGE IN BANKRUPTCY, THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY TO THE EXTENT THAT IT IS INCLUDED IN YOUR BANKRUPTCY OR HAS BEEN DISCHARGED, BUT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

If you are represented by an attorney, please send this notice to your attorney.

Nationstar is the mortgage loan servicer for "The Bank of New York Mellon as Trustee for CWHEQ Home Equity Loan Trust, Series 2006-S7".

This notice is being sent as required by the terms of the security instrument securing your mortgage loan.

You have not made payments on your loan since 09/01/2008. You are now due for all payments from and including that date. The failure to make these payments is a default under the terms and conditions of the mortgage loan.

As of the date of this letter, total monthly payments (including principal, interest, and escrow, if applicable), late fees, NSF fees, and other fees and advances due under the terms of the loan documents are past due in the amount of \$9,247.96. In order to cure this default, you must pay the total amount due of \$9,247.96 in addition to other amounts that become due from the date of this letter through the date you pay.

On the day that you intend to pay, please call Nationstar at 1-888-480-2432 to request the full amount owed on your account as the amount due on the day that you pay may be greater than stated above, due to interest, late charges, and other charges or credits that may vary from day to day, or may be assessed after the date of this letter. Any advances made by Nationstar subsequent to the date of this letter to protect the lien position and property must be added to the total amount necessary to cure the default. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

All reinstatement payments must be made payable in certified funds, cashier's check or money order(s) and mailed to Nationstar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067-4177. You may call Nationstar at 1-888-480-2432 if you have questions regarding your account or write to Nationstar Mortgage



LLC, 350 Highland Drive, Lewisville, TX 75067-4177.

Unless otherwise required by applicable law, Nationstar is not obligated to accept less than the full amount owed. If you send less than the full amount owed, Nationstar may, in its sole discretion, apply such partial payment without waiving any default or waiving the right to accelerate the mortgage and pursue foreclosure.

\$9,247.96 must be paid by **01/08/2015** (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter) in order to cure the default.

Your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, the next payment due on 01/01/2015 is still due on 01/01/2015 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter).

Failure to pay \$9,247.96 by **01/08/2015** (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter), may result in acceleration of the sums secured by the Security Instrument, foreclosure proceedings and sale of the property.

In the event of acceleration, you have the right to reinstate the loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

This default, and any legal action that may occur as a result, may be reported to one or more local and national credit reporting agencies by Nationstar.

If you request in writing, Nationstar will not contact you by phone at your place of employment. Furthermore, if you request in writing not to be contacted, Nationstar will not contact you, except to send statutorily and/or contractually required legal notice(s).

You may have options available to you to help you avoid foreclosure. Please call Nationstar's Foreclosure Prevention Department at 1-888-480-2432 for additional information or to request an interview for the purpose of resolving the past due account. You may also visit <https://www.nationstarmitg.com/PaymentAssistance/> for additional information, to see what options may be available to you, and to submit an application for assistance.

All homeowners are eligible for housing counseling services through the U.S. Department of Housing and Urban Development (HUD). To obtain a list of HUD approved counseling agencies, call 1-888-995-HOPE (4673) or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

**Attention Servicemembers and Dependents:** Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and the risk of foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure without a court order. If you are currently in the military service, or have been within the last 12 months, AND joined after signing the Note and security instrument now in default, please notify Nationstar immediately. When contacting Nationstar as to your military service, you may be required to provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource ([www.militaryonesource.mil](http://www.militaryonesource.mil); 1-800-342-9647) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>), and through HUD-certified housing counselors (<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>). You can also call Nationstar toll-free at 1-888-480-2432 if you have questions about your rights under SCRA.

Please disregard this notice if a payment sufficient to cure the default has already been sent.

Sincerely,

**Kristy Sonomura**  
Dedicated Loan Specialist  
Nationstar Mortgage LLC  
1-888-850-9398 ext. 4670010  
350 Highland Drive  
Lewisville, TX 75067-4177



NATIONSTAR MORTGAGE  
RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
P.O. BOX 819033  
DALLAS, TX 75281-8033

12/19/2014



4402-11000-0126035-025-01-000-000-000-000  
BOBBY FRANKL MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Re: Loan Number:   
Servicemembers Civil Relief Act (SCRA)

Dear BOBBY FRANKL MYERS:

**Legal Rights and Protections Under the SCRA**

Servicemembers on "active duty" or "active service," or a dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-508) (SCRA).

**Who May Be Entitled to Legal Protections Under the SCRA?**

- Active duty members of the Army, Navy, Air Force, Marine Corps, Coast Guard, and active service National Guard;
- Active servicemembers of the commissioned corps of the National Oceanic and Atmospheric Administration;
- Active servicemembers of the commissioned corps of the Public Health Service; United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action; and
- The spouses of those servicemembers.

**What Legal Protections Are Servicemembers Entitled To Under the SCRA?**

- The SCRA states that a debt incurred by a service member, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 percent during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within 1 year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during, or within 1 year after the service member's military service unless the creditor has obtained a court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

SCRA



**How Does A Servicemember or Dependent Request Relief Under the SCRA?**

- In order to request relief under the SCRA, a servicemember or spouse, or both, must provide a written request, together with a copy of servicemember's military orders, to our Military Families Department at the information provided below:

Mail: Nationstar Mortgage LLC  
Attn: Military Families  
P.O. BOX 630348  
Irving, TX 75063

Fax: Attn: Military Families  
1-855-856-0427

**How Does a Servicemember or Dependent Obtain Information About the SCRA?**

The U.S. Department of Defense's information resource is "Military OneSource." Counseling options may be available.

- Website: [www.militaryonesource.com](http://www.militaryonesource.com)  
The toll-free phone numbers:  
From inside the United States: 1-800-342-9647  
From outside the United States, please go to the website, [www.militaryonesource.com](http://www.militaryonesource.com), and follow the country-specific OCONUS instructions.
- International Collect (through long distance operator): 1-484-530-5908

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at:

<http://legalassistance.law.af.mil/content/locator.php>

If you have any questions, your Dedicated Loan Specialist is Kristy Sonomura and can be reached at (888) 850-9398 EXT. 4670010 or via mail at 350 Highland Drive, Lewisville, TX 75067.

Thank you for your dedicated service to our country.

Sincerely,

**Nationstar Mortgage LLC**  
**Military Families**



Nationstar

RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
P.O. BOX 619063RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
P.O. BOX 619063  
DALLAS, TX 75261-9063

7-692-11382-0029817-006-1-000-101-000-000

BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

## MORTGAGE LOAN STATEMENT

## CONTACT INFORMATION

Customer Service: 1-888-480-2432  
Monday - Thursday, 8 a.m. - 8 p.m. CT  
Friday, 8 a.m. - 8 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT  
[MyNationstar.com](http://MyNationstar.com)Your Dedicated Loan Specialist is Krity Sonomura and can be  
reached at (888) 850-9388 EXT. 4870010 or via mail at  
350 Highland Drive, Lawndale, TX 76087

Statement Date:	12/22/2014
Loan Number:	
Payment Due Date:	01/01/2015
Amount Due:	\$9,374.73

*If payment is received on or after 01/17/15, \$6.04 late fee will be charged.*Property Address:  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Interest Bearing Principal Balance	
Interest Rate	\$19,000.00
Escrow Balance	7.625%
Prepayment Penalty*	\$0.00
*Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance.	

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Explanation of Amount Due	
Principal	\$0.00
Interest	\$120.73
Escrow Amount (for Taxes & Insurance)	\$0.00
Optional Products and Services	\$0.00
Regular Monthly Payment	\$120.73
Total Fees and Charges	\$78.52
Overdue Payment(s)	\$9,175.48
Total Amount Due	\$9,374.73

Paid Payment History		
	Payments Rec'd since 11/19/2014	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)**	\$0.00	\$0.00
Total	\$0.00	\$0.00

Date	Description	Total	Principal	Interest	Escrow	Other
12/16/2014	Fee Assessed	\$6.04				\$6.04

If you do not wish to receive paper statements, simply log into your account at [MyNationstar.com](http://MyNationstar.com) and after your selection to eCorrespondence, eCorrespondence offers convenient monthly email reminders, greater security - no lost email, and archived online access to view or download to your personal computer.

At the time this statement was sent, we had not received a payment from you since 12/22/2014. If you are facing financial difficulty, please know that there may be options available to you and that we are committed to working with you regarding making your monthly payment more affordable. Our representatives are standing by and can be reached at 1-877-448-5053. Please call us today so we can discuss your available options and which one may be right for you.

\*Other Unpaid Fee(s)\* include, but are not limited to, phone pay fees, convenience fees, and modification fees.

This is an attempt to collect a debt and any information obtained will be used for that purpose.  
DETACH HERE AND RETURN WITH YOUR PAYMENT PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY



MyNationstar.com

PLEASE CHECK BOX IF MAILING ADDRESS OR  
PHONE NUMBER HAS CHANGED ENTER  
CHANGES ON BACK OF COUPON

BOBBY FRAN MYERS

ACCOUNT NUMBER	TOTAL AMOUNT DUE*
0615376738	01/01/2015 \$9,374.73

WRITE YOUR LOAN NUMBER ON YOUR  
CHECK OR MONEY ORDER AND MAKE  
PAYABLE TO NATIONSTAR MORTGAGEPAYMENT DUE IF RECEIVED ON OR AFTER  
01/17/2015 \$9,380.77

NATIONSTAR MORTGAGE  
PO BOX 650783  
DALLAS, TX 75265-0783  
[Barcode]

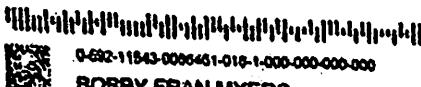
ADDITIONAL ESCROW  
\*ADDITIONAL PRINCIPAL  
\$ \_\_\_\_\_TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH  
\$ \_\_\_\_\_

\*All amounts must be paid in full before additional principal reduction can be made



MyNationstar.com | 350 Highland Drive | Lewisville, TX 75057

12/24/2014



0-602-11843-0000461-018-1-000-000-000-000

BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

- Your loan is currently 2304 days past due.

- Please contact us at (888) 850-9398 EXT 4670010

RE: Loan Number: \_\_\_\_\_  
Property Address:  
8525 AL HIGHWAY 40  
HENAGAR, AL 35978

Dear Bobby Fran Myers:

At Nationstar Mortgage, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

**Why am I receiving this letter?**

Your mortgage payment is currently past due. As of 12/22/2014, you are 2304 days behind on your payment. Here is a recent payment history, and the reason for our concern.

**Recent Account History:**

- Payment due 07/01/2014: Unpaid balance of \$120.73
- Payment due 08/01/2014: Unpaid balance of \$120.73
- Payment due 09/01/2014: Unpaid balance of \$120.73
- Payment due 10/01/2014: Unpaid balance of \$120.73
- Payment due 11/01/2014: Unpaid balance of \$120.73
- Payment due 12/01/2014: Unpaid balance of \$120.73
- Current payment due 01/01/2015: \$120.73

**Total: \$9,374.73 due. You must pay this amount to bring your loan current.**

**What do I need to know?**

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options.\* Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsp/sfh/hcs/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287

**What do I need to do?**

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Kristy Sonomura and can be reached at (888) 850-9398 EXT. 4670010 or via mail at the address listed above. Our hours of operation are 8am to 8pm (CT), Monday through Thursday, 8am to 8pm (CT), Friday, and 8am to 2pm (CT) on Saturday.

Sincerely,

Nationstar Mortgage LLC  
Loss Mitigation Department

\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.





350 Highland Drive  
Lewisville, TX 75067  
www.MyNationstarMtg.com

December 28, 2014



3-692411723-0000040-001-01-000-000-000-000

BOBBY FRANKL MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

**OPEN IMMEDIATELY  
IMPORTANT INFORMATION**



Loan #  
Property Address: 8525 AL HIGHWAY 40  
HENAGAR, AL 35978

Dear BOBBY FRANKL MYERS:

Nationstar Mortgage would like to inform you of an updated Dedicated Loan Specialist to assist you and answer any further questions regarding your loan status or possible assistance. Please find your new Dedicated Loan Specialist contact information below. Please note that fax is the preferred means in which to send in documents. Contact your Dedicated Loan Specialist for more detail.

Breshea Harris  
Phone: (888)850-9398, ext. 4670746  
350 Highland Drive  
Lewisville, TX 75067  
Fax: (214)488-1993

**We're ready to help.**

Please don't wait to contact your Dedicated Loan Specialist named above. If for some reason they're unavailable, you're welcome to speak with another Loan Specialist by calling 877-450-8638, Mon-Fri 8am to 8pm, Sat 8am to 12 pm. And you can always visit us online and sign into your account at [MyNationstar.com](http://MyNationstar.com) We look forward to hearing from you soon.

Sincerely,

Foreclosure Prevention Department  
Nationstar Mortgage LLC

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in a bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

*For help exploring your options, the Federal government provides contact information for housing counselors, which you can access by contacting the Consumer Financial Protection Bureau at [www.consumerfinance.gov](http://www.consumerfinance.gov), the Department of Housing and Urban Development at [www.hud.gov](http://www.hud.gov), or by calling HUD Housing Counselor List at 800-569-4287.*

**Additional Help**

If you have any questions about Home Affordable Modification, you can call the Homeowners HOPE™ Hotline at 1-888-995-HOPE (4873). The Hotline can help with questions and offers access to free HUD-certified counseling services in English and Spanish.



CSLS

692-4020-0812F



Rev. September 2013

**FACT****WHAT DOES NATIONSTAR MORTGAGE DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income.
- Account balances and payment history
- Credit history and credit scores

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationstar chooses to share; and whether you can limit this sharing.

**For our everyday business purposes—**  
such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus

Yes No

**For our marketing purposes—**  
to offer our products and services to you

Yes No

**For joint marketing with other financial companies**

Yes No

**For our affiliates' everyday business purposes—**  
information about your transactions and experiences

Yes No

**For our affiliates' everyday business purposes—**  
information about your creditworthiness

Yes Yes

**For our affiliates to market to you**

Yes Yes

**For nonaffiliates to market to you**

Yes Yes

- Visit <https://www.nationstarmlg.com/PrivacyElections.aspx>
- Call 1-888-480-2432 or
- Mail the form below

**Please note:**

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

- Visit <https://www.nationstarmlg.com/DoNotSolicit.aspx>
- Call 1-888-480-2432 or

**Please note:**

Direct marketing is email, postal mail and telephone marketing. Your telephone and postal mail opt-out choices will last for five years, subject to applicable law. Even if you limit direct marketing, we may still contact you to service your account or as otherwise allowed by law.

Call toll-free 1-888-480-2432.

**Mark any/all you want to limit:**

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market to me.
- Do not share my personal information with nonaffiliates to market their products and services to me.

**Mail to:**

Nationstar Mortgage  
Attn: Customer Service Department  
350 Highland Drive  
Lewisville, Texas 75067

Page 2

## Who is providing this notice?

Nationstar Mortgage LLC and its family of mortgage and financial companies. See below for a list of the names of these companies.

## How does Nationstar protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also contractually require third parties doing business with us to comply with all privacy and security laws.

## How does Nationstar collect my personal information?

We collect your personal information, for example, when you

- apply for a loan or give us your income information
- provide employment information or give us your contact information
- provide account information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

## Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

08109422

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with a Nationstar Mortgage name, and financial companies such as Harwood Service Company LLC, Solutionstar Services LLC, Home Select Settlement Solutions LLC, Home Community Mortgage LLC, Champion Mortgage LLC, Veripro Solutions Inc., and HomeSearch.com Realty Services Inc.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Financial service providers, such as mortgage bankers, securities broker-dealers and insurance agents &amp;/or agencies.</li> <li>• Non-Financial companies, such as retailers, direct marketers, membership clubs and publishers; and other companies and organizations, such as non-profit organizations.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include financial services and insurance companies.</li> </ul>

**Do Not Call Policy** – This notice is the Nationstar Do Not Call Policy under the Telephone Consumer Protection Act. We do not solicit via telephone numbers listed on the state or federal Do Not Call lists, unless the law allows. Nationstar associates receive training on how to document and process telephone marketing choices. Consumers who ask not to receive telephone solicitations from Nationstar will be placed on the Nationstar Do Not Call list and will not be called in any future campaigns, including those of Nationstar affiliates. If you communicate with us by telephone, we may monitor or record the call.

**For Nevada Residents Only** – We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the *To Limit direct marketing contact* section. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number – 702.486.3132; email BCPINFO@ag.state.nv.us

**For California Residents Only** — If you live in California, you will receive a different notice that reflects your rights under California and federal law.

**For Vermont Residents Only** — If you live in Vermont, we will not share your personal information with nonaffiliates, except for our everyday business and marketing purposes. Also, we will not share information about your creditworthiness with affiliates unless you agree to such sharing. **Vermont residents do not have to contact us to implement these limits on our sharing.** We may share information about your transactions and experiences with affiliates for their everyday business purposes and to market to you, but you can stop them from using the information in marketing by checking the box marked "Do not allow your affiliates to use my personal information to market to me," on the Mail-in Form above.





MyNationstar.com | 350 Highland Drive | Lewisville, TX 75087

01/22/2015

- Your loan is currently 2334 days past due.
- Please contact us at (888) 850-8398 EXT. 4670746

0692-13343-0070002-015-1-000-000-000-000

BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

RE: Loan Number:  
Property Address:  
8525 AL HIGHWAY 40  
HENAGAR, AL 35978

Dear Bobby Fran Myers:

At Nationstar Mortgage, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

**Why am I receiving this letter?**

Your mortgage payment is currently past due. As of 01/21/2015, you are 2334 days behind on your payment. Here is a recent payment history, and the reason for our concern.

**Recent Account History:**

- Payment due 08/01/2014: Unpaid balance of \$120.73
- Payment due 09/01/2014: Unpaid balance of \$120.73
- Payment due 10/01/2014: Unpaid balance of \$120.73
- Payment due 11/01/2014: Unpaid balance of \$120.73
- Payment due 12/01/2014: Unpaid balance of \$120.73
- Payment due 01/01/2015: Unpaid balance of \$120.73
- Current payment due 02/01/2015: \$120.73

**Total: \$9,501.50 due. You must pay this amount to bring your loan current.**

**What do I need to know?**

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options.\* Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsc/sfh/hcc/hcc.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287

**What do I need to do?**

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Breshea Harris and can be reached at (888) 850-8398 EXT. 4670746 or via mail at the address listed above. Our hours of operation are 8am to 8pm (CT), Monday through Thursday, 8am to 8pm (CT), Friday, and 8am to 2pm (CT) on Saturday.

Sincerely,

Nationstar Mortgage, LLC  
Loss Mitigation Department

\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.





RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
P.O. BOX 619063  
DALLAS, TX 75261-0063

## MORTGAGE LOAN STATEMENT

6692-16597-0044974-009-1-000-101-000-000

BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Customer Service: 1-888-460-2432  
Monday - Thursday 8 a.m. - 8 p.m. CT  
Friday, 8 a.m. - 6 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT  
MyNationstar.com

Your Dedicated Loan Specialist is Bresha Hines and can be  
reached at (868) 650-9368 EXT. 4670748 or via mail at  
350 Highland Drive, Lewisville, TX 75067

Statement Date	02/18/2015
Loan Number	
Payment Due Date	03/01/2015
Amount Due:	\$9,628.27

*If payment is received on or after 03/17/15, \$6.04 late fee will be charged*

Property Address:  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Interest Bearing Principal Balance	
Interest Rate	\$19,000.00
Escrow Balance	7.625%
Prepayment Penalty*	\$0.00
*Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance.	

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

EXPENSES DUE ON THIS STATEMENT	
Principal	\$0.00
Interest	\$120.73
Escrow Amount (for Taxes & Insurance)	\$0.00
Optional Products and Services	\$0.00
Regular Monthly Payment	\$120.73
Total Fees and Charges	\$0.00
Overdue Payment(s)	\$3,418.94
Total Amount Due	\$9,628.27

PAST DUE PAYMENTS	
	Payments Rec'd since 01/22/2015
Principal	\$0.00
Interest	\$0.00
Escrow (Taxes & Insurance)	\$0.00
Optional Insurance	\$0.00
Fees and Charges	\$0.00
Lender Paid Expenses	\$0.00
Partial Payment (Unapplied)**	\$0.00
Total	\$0.00
	Paid Year to Date

Date	Description	Total	Principal	Interest	Escrow	Other
02/17/2015	Fee Assessed	\$6.04				\$6.04

PAST DUE PAYMENTS	
If you do not wish to receive paper statements, simply log into your account at MyNationstar.com and after your selection to eCorrespondence, eCorrespondence offers convenient monthly email reminders, greater security - no lost email, and archived online access to view or download to your personal computer.	
At the time this statement was sent, we had not received a payment from you since 02/08/2015. If you are facing financial difficulty, please know that there may be options available to you and that we are committed to working with you regarding making your monthly payment more affordable. Our representatives are standing by and can be reached at 1-877-448-5053. Please call us today so we can discuss your available options and which one may be right for you.	
"Other Unpaid Fee(s)" include, but are not limited to, phone pay fees, convenience fees, and modification fees.	

This is an attempt to collect a debt and any information obtained will be used for that purpose.  
DETACH HERE AND RETURN WITH YOUR PAYMENT PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY



MyNationstar.com

PLEASE CHECK BOX IF MAILING ADDRESS OR  
PHONE NUMBER HAS CHANGED ENTER  
CHANGES ON BACK OF COUPON  
BOBBY FRAN MYERS

NATIONSTAR MORTGAGE  
PO BOX 650783  
DALLAS, TX 75265-0783

|||||

ACCOUNT NUMBER 0815376738	TOTAL AMOUNT DUE* 03/01/2015 \$9,628.27
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE	PAYMENT DUE IF RECEIVED ON OR AFTER 03/17/2015 \$9,634.31

ADDITIONAL ESCROW  
"ADDITIONAL PRINCIPAL" \$ \_\_\_\_\_

TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH \$ \_\_\_\_\_

\*All amounts must be paid in full before additional principal reduction can be made

08153767380 000962827 000963431



MyNationstar.com | 350 Highland Drive | Lewisville, TX 75087

02/19/2015

• Your loan is currently 2382 days past due.

• Please contact us at (888) 850-9398 EXT. 4670746

4592-18548-0057743-012-1-000-000-000-000  
 BOBBY FRAN MYERS  
 8525 AL HIGHWAY 40  
 HENAGAR, AL 35978

RE: Loan Number:  
 Property Address:  
 8525 AL HIGHWAY 40  
 HENAGAR, AL 35978

Dear Bobby Fran Myers:

At Nationstar Mortgage, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

**Why am I receiving this letter?**  
 Your mortgage payment is currently past due. As of 02/18/2015, you are 2382 days behind on your payment. Here is a recent payment history, and the reason for our concern.

*Recent Account History:*

- Payment due 09/01/2014: Unpaid balance of \$120.73
- Payment due 10/01/2014: Unpaid balance of \$120.73
- Payment due 11/01/2014: Unpaid balance of \$120.73
- Payment due 12/01/2014: Unpaid balance of \$120.73
- Payment due 01/01/2015: Unpaid balance of \$120.73
- Payment due 02/01/2015: Unpaid balance of \$120.73
- Current payment due 03/01/2015: \$120.73

**Total: \$9,628.27 due. You must pay this amount to bring your loan current.**

**What do I need to know?**

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options.\* Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsa/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287

**What do I need to do?**

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Breshea Harris and can be reached at (888) 850-9398 EXT. 4670746 or via mail at the address listed above. Our hours of operation are 8am to 8pm (CT), Monday through Thursday, 8am to 6pm (CT), Friday, and 8am to 2pm (CT) on Saturday.

Sincerely,

Nationstar Mortgage LLC  
 Loss Mitigation Department

\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

45DLQPCSV1214





RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
P.O. BOX 610083  
DALLAS, TX 75261-8083

## MORTGAGE LOAN STATEMENT

## MORTGAGE LOAN STATEMENT

## CONTACT INFORMATION

Customer Service: 1-888-488-2432  
Monday - Thursday, 8 a.m. - 8 p.m. CT  
Friday, 8 a.m. - 6 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT  
MyNationstar.com

Your Dedicated Loan Specialist is Breshea Hines and can be  
reached at (888) 850-6993 EXT 4870748 or via mail at  
350 Highland Drive, Lewisville, TX 75087

4-692-19129-0012426-003-1-000-101-000-000



BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978



Statement Date:	03/18/2015
Loan Number	
Payment Due Date:	04/01/2015
Amount Due:	\$9,755.04
If payment is received on or after 04/17/15, \$6.04 late fee will be charged.	

Property Address:  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Interest Bearing Principal Balance	\$19,000.00
Interest Rate	7.825%
Escrow Balance	\$0.00
Prepayment Penalty*	\$0.00
*Nationstar Mortgage LLC will not assess a prepayment penalty at any time on the event you would like to pay part or all of your mortgage balance.	

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Principal	\$0.00
Interest	\$120.73
Escrow Amount (for Taxes & Insurance)	\$0.00
Optional Products and Services	\$0.00
Regular Monthly Payment	\$120.73
Total Fees and Charges	\$96.64
Overdue Payment(s)	\$9,537.57
Total Amount Due	\$9,755.04

	Payments Rec'd since 02/18/2015	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)**	\$0.00	\$0.00
Total	\$0.00	\$0.00

Date	Description	Total	Principal	Interest	Escrow	Other
03-16-2015	Fee Assessed	\$6.04				\$6.04

If you do not wish to receive paper statements, simply log into your account at MyNationstar.com and after your selection to eCorrespondence. eCorrespondence offers convenient monthly email reminders, greater security - no lost email, and archived online access to view or download to your personal computer.

At the time this statement was sent, we had not received a payment from you since 03/18/2015. If you are facing financial difficulty, please know that there may be options available to you and that we are committed to working with you regarding making your monthly payment more affordable. Our representatives are standing by and can be reached at 1-877-448-5053. Please call us today so we can discuss your available options and which one may be right for you.

\*Other Unpaid Fee(s) include, but are not limited to, phone pay fees, convenience fees, and modification fees.

This is an attempt to collect a debt and any information obtained will be used for that purpose.  
DETACH HERE AND RETURN WITH YOUR PAYMENT PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY



MyNationstar.com

PLEASE CHECK BOX IF MAILING ADDRESS OR  
PHONE NUMBER HAS CHANGED. ENTER  
CHANGES ON BACK OF COUPON

BOBBY FRAN MYERS

ACCOUNT NUMBER 0615376738	TOTAL AMOUNT DUE* 04/01/2015 \$9,755.04
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE	PAYMENT DUE IF RECEIVED ON OR AFTER 04/17/2015 \$9,761.08

NATIONSTAR MORTGAGE  
PO BOX 650783  
DALLAS, TX 75265-0783



ADDITIONAL ESCROW  
\*\*ADDITIONAL PRINCIPAL  
TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH

\*All amounts must be paid in full before additional principal reduction can be made.

06153767380 000975504 000976108



MyNationstar.com | 350 Highland Drive | Lewisville, TX 75087

03/18/2015

- Your loan is currently 2380 days past due.
- Please contact us at (888) 850-9398 EXT. 4670748.

የኢትዮጵያዊነት የሚያስተካክለ የሚያስተካክለ የሚያስተካክለ

2-692-19117-0053403-011-1-000-000-000-000

**BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978**

RE: Loan Number: .  
Property Address:  
8525 AL HIGHWAY 40  
HENAGAR, AL 35978

Dear Bobby Fran Myers:

At Nationstar Mortgage, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

### Why am I receiving this letter?

Your mortgage payment is currently past due. As of 03/18/2015, you are 2380 days behind on your payment. Here is a recent payment history, and the reason for our concern.

#### Recent Account History:

- Payment due 10/01/2014: Unpaid balance of \$120.73
- Payment due 11/01/2014: Unpaid balance of \$120.73
- Payment due 12/01/2014: Unpaid balance of \$120.73
- Payment due 01/01/2015: Unpaid balance of \$120.73
- Payment due 02/01/2015: Unpaid balance of \$120.73
- Payment due 03/01/2015: Unpaid balance of \$120.73
- Current payment due 04/01/2015: \$120.73

**Total: \$9,755.04 due. You must pay this amount to bring your loan current.**

### What do I need to know?

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options.\* Here are some of the solutions that might be available, depending on your situation:

- **Modifying the terms of your current loan.**
- **Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.**
- **If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.**

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/heroics.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287

### What do I need to do?

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Breshea Harris and can be reached at (888) 850-8398 EXT. 4870748 or via mail at the address listed above. Our hours of operation are 8am to 8pm (CT), Monday through Thursday, 8am to 8pm (CT), Friday, and 8am to 2pm (CT) on Saturday.

Sincerely,

Nationstar Mortgage LLC  
Loss Mitigation Department

**\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.**

**Nebenstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is incurred in your bankruptcy or has been discharged, but is provided for informational purposes only.**

45DLQPCSV1214





RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
P.O. BOX 819083  
DALLAS, TX 75261-0083

## MORTGAGE LOAN STATEMENT

Customer Service, 1-888-460-2432  
Monday - Thursday, 8 a.m. - 8 p.m. CT  
Friday, 8 a.m. - 8 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT  
MyNationstar.com

1-882-21977-0049453-010-1-001-001-000-000

BOBBY FRAN MYERS  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Your Dedicated Loan Specialist is Brushee Hines and can be  
reached at (888) 850-9398 EXT 4870748 or via email at:  
6950 Cypress Waters Blvd, Coppell, TX 75019

Statement Date	04/20/2015
Loan Number	
Payment Due Date	05/01/2015
Amount Due:	\$9,881.81

If payment is received on or after 05/17/15, \$6.04 late fee will be charged

Property Address:  
8525 AL HIGHWAY 40  
HENAGAR AL 35978

Interest Bearing Principal Balance	
Interest Rate	\$19,000.00
Escrow Balance	7.625%
Prepayment Penalty*	\$0.00
"Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance."	

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes

Interest Bearing Principal Balance	
Principal	\$0.00
Interest	\$120.73
Escrow Amount (for Taxes & Insurance)	\$0.00
Optional Products and Services	\$0.00
Regular Monthly Payment	\$120.73
Total Fees and Charges	\$102.68
Overdue Payment(s)	\$9,658.40
Total Amount Due	\$9,881.81

Open Payment Breakdown		
	Payments Rec'd since 03/19/2015	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)**	\$0.00	\$0.00
Total	\$0.00	\$0.00

Date	Description	Total	Principal	Interest	Escrow	Other
04/18/2015	Fee Assessed	\$6.04				\$6.04

Other Unpaid Fee(s):	
Include, but are not limited to, phone pay fees, convenience fees, and modification fees.	
If you do not wish to receive paper statements, simply log into your account at MyNationstar.com and alter your selection to eCorrespondence. eCorrespondence offers convenient monthly email reminders, no lost mail, and archived online access to view or download to your personal computer.	

You can make your payment online at MyNationstar.com. There is no charge for this service if you schedule your payment within 9 days past your due date.

This is an attempt to collect a debt and any information obtained will be used for that purpose.  
DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY



PLEASE CHECK BOX IF MAILING ADDRESS OR  
PHONE NUMBER HAS CHANGED. ENTER  
CHANGES ON BACK OF COUPON

BOBBY FRAN MYERS

ACCOUNT NUMBER 0615376738	TOTAL AMOUNT DUE* 05/01/2015 \$9,881.81
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE.	

PAYMENT DUE IF RECEIVED ON OR AFTER  
05/17/2015 \$9,887.85

NATIONSTAR MORTGAGE  
PO BOX 850783  
DALLAS, TX 75265-0783

ADDITIONAL ESCROW  
\*ADDITIONAL PRINCIPAL  
\$ \_\_\_\_\_

TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH  
\$ \_\_\_\_\_

\*All amounts must be paid in full before additional principal reduction can be made

06153767380 000988181 000988785



MyNationstar.com | 8950 Cypress Waters Blvd | Coppell, TX 75019

05/11/2015

0-692-23812-0048188-010-1-000-000-000-000  
 BOBBY FRAN MYERS  
 8525 AL HIGHWAY 40  
 HENAGAR AL 35978

- Your loan is currently 2423 days past due.
- Please contact us at (888) 850-9398 EXT. 4670746

RE: Loan Number: .  
 Property Address:  
 8525 AL HIGHWAY 40  
 HENAGAR, AL 35978

Dear Bobby Fran Myers:

At Nationstar Mortgage, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

**Why am I receiving this letter?**

Your mortgage payment is currently past due. As of 04/20/2015, you are 2423 days behind on your payment. Here is a recent payment history, and the reason for our concern.

**Recent Account History:**

- Payment due 11/01/2014: Unpaid balance of \$120.73
- Payment due 12/01/2014: Unpaid balance of \$120.73
- Payment due 01/01/2015: Unpaid balance of \$120.73
- Payment due 02/01/2015: Unpaid balance of \$120.73
- Payment due 03/01/2015: Unpaid balance of \$120.73
- Payment due 04/01/2015: Unpaid balance of \$120.73
- Current payment due 05/01/2015: \$120.73

**Total: \$9,881.81 due. You must pay this amount to bring your loan current.**

**What do I need to know?**

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options.\* Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287

**What do I need to do?**

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Breshea Harris and can be reached at (888) 850-9398 EXT. 4670746 or via mail at the address listed above. Our hours of operation are 8am to 8pm (CT), Monday through Thursday, 8am to 6pm (CT), Friday, and 8am to 2pm (CT) on Saturday.

Sincerely,

Nationstar Mortgage LLC  
 Loss Mitigation Department

\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

45DLQPCSV1214



# **EXHIBIT**

**"B"**

September 15, 2014

**VIA CERTIFIED MAIL**

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Nationstar Mortgage  
Attn: Customer Relations Officer  
P.O. Box 630348  
Irving, TX 75063

**Re:      Bobby Franklin Myers  
Account#**

To Whom It May Concern:

Please provide to me a copy of the complete servicing file for the above referenced account.

Thank you for your cooperation in this matter.

Sincerely,

Sincerely,  
 Bob Franklin M.S. Jr.

Bobby Franklin Myers, Jr.

Mailing Address: 8525 AL Highway 40  
Henagar, Alabama 35978

7014 0510 0002 3977 9719

September 15, 2014

**VIA CERTIFIED MAIL**

Nationstar Mortgage  
Attn: Customer Relations Officer  
P.O. Box 630348  
Irving, TX 75063

**Re:   Bobby Franklin Myers  
Account#**

To Whom It May Concern:

Please provide an Itemized Payoff Statement related to the above referenced loan.

Thank you for your cooperation in this matter.

Sincerely,



Bobby Franklin Myers, Jr.

Mailing Address:   8525 AL Highway 40  
                          Henagar, Alabama 35978

7014 0510 0002 3977 9726

September 15, 2014

**VIA CERTIFIED MAIL**

Nationstar Mortgage  
Attn: Customer Relations Officer  
P.O. Box 630348  
Irving, TX 75063

**Re:   Bobby Franklin Myers**  
**Account#**

To Whom It May Concern:

Please provide the following information regarding the above referenced loan:

1.   The identity of and address for the current owner of the mortgage loan identified herein.
2.   The identity of and address for the master servicer of the mortgage loan identified herein.
3.   The identify of and address for the current servicer of the mortgage loan identified herein.

Thank you for your cooperation in this matter.

Sincerely,



Bobby Franklin Myers, Jr.

Mailing Address:   8525 AL Highway 40  
                          Henagar, Alabama 35978

70140510.00023977.9733

September 15, 2014

**VIA CERTIFIED MAIL**

Nationstar Mortgage  
Attn: Customer Relations Officer  
P.O. Box 630348  
Irving, TX 75063

**Re:   Bobby Franklin Myers  
Account#**

To Whom It May Concern:

The enclosed document is the first I have heard from your company about this debt (which I dispute I owe).

Have you sent other letters or statements to me?

If you have what address did you send them to and when did you send them?

Thank you for your cooperation in this matter.

Sincerely,



Bobby Franklin Myers, Jr.

Mailing Address:   8525 AL Highway 40  
                          Henagar, Alabama 35978

7014 0510 0002 3977 9740

September 15, 2014

**VIA CERTIFIED MAIL**

**Nationstar Mortgage**  
**Attn: Customer Relations Officer**  
**P.O. Box 630348**  
**Irving, TX 75063**

**Re:      Bobby Franklin Myers  
Account#**

To Whom It May Concern:

When did you get this loan (which I dispute I owe) from Bank of America?

### What documents did Bank of America send to you?

If you received this loan from anyone else, let me know who that is and what they sent you.

Send me copies of all documents you received from whoever sent this to you so I can figure out why you are collecting this debt I do not owe.

Thank you for your cooperation in this matter.

Sincerely,

Billy Franklin M.S. Jr.

Bobby Franklin Myers, Jr.

Mailing Address: 8525 AL Highway 40  
Henagar, Alabama 35978

7014 0510 0002 3977 9757

September 15, 2014

VIA CERTIFIED MAIL

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Nationstar Mortgage  
Attn: Customer Relations Officer  
P.O. Box 630348  
Irving, TX 75063

**Re:      Bobby Franklin Myers  
Account#**

To Whom It May Concern:

Please provide the following information regarding the above referenced loan.

The Pooling and Servicing Agreement in its entirety or you can provide the following parts of the PSA:

- The portion of the PSA that includes any discussion or mention of loss mitigation options;
- The loan schedule (however named) that shows our loan is included in the PSA. Note this is not a request for a re-created loan schedule but is a request for the actual loan schedule listing all loans, including our loan, so we can determine if it is in the PSA that you send to us.

This information is needed, as I want to make sure I am being considered for all loss mitigation options that are available to any borrower of any loan within the PSA.

Thank you for your cooperation in this matter.

Sincerely,

Betty Franklin Mys J.

Bobby Franklin Myers, Jr.

Mailing Address: 8525 AL Highway 40  
Henagar, Alabama 35978

7014 0510 0002 3977 9764

September 15, 2014

**VIA CERTIFIED MAIL**

Nationstar Mortgage  
Attn: Customer Relations Officer  
P.O. Box 630348  
Irving, TX 75063

**Re:     Bobby Franklin Myers  
          Account#**

To Whom It May Concern:

Please let me know if you have scheduled a foreclosure on my property or if you intend to do so.

I had a phone conversation on September 8, 2014 with one of your representatives who told me that you would be foreclosing on the property in the near future.

I need to know if this is true, and if it is, explain why you are going to foreclose on my property.

Thank you for your cooperation in this matter.

Sincerely,



Bobby Franklin Myers, Jr.

Mailing Address:     8525 AL Highway 40  
                          Henagar, Alabama 35978

7014 0510 0002 3977 9771

September 15, 2014

**VIA CERTIFIED MAIL**

Nationstar Mortgage  
Attn: Customer Relations Officer  
P.O. Box 630348  
Irving, TX 75063

**Re:   Bobby Franklin Myers  
Account#**

To Whom It May Concern:

Identify all loss mitigation options that are possible on this loan. This includes options to keep the home and also those options that do not include keeping the home. I dispute owing you any debt but I want to know these options since you claim I owe this debt.

Thank you for your cooperation in this matter.

Sincerely,



Bobby Franklin Myers, Jr.

Mailing Address:   8525 AL Highway 40  
                          Henagar, Alabama 35978

**7014 0510 0002 3977 9788**

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September 15, 2014

**VIA CERTIFIED MAIL**

**Nationstar Mortgage**  
**Attn: Customer Relations Officer**  
**P.O. Box 630348**  
**Irving, TX 75063**

**Re:      Bobby Franklin Myers  
Account#**

To Whom It May Concern:

Please provide to us the list of loss mitigation options that I have been considered for and explain the outcome of each option.

I am also requesting that you provide all documents which you reviewed or considered in all loss mitigation options review(s).

Thank you for your cooperation in this matter.

Sincerely,

Sincerely,  
 Bob Franklin M.S.F.

Bobby Franklin Myers, Jr.

**Mailing Address:** 8525 AL Highway 40  
Henagar, Alabama 35978

7014 0510 0002 3977 9795

September 15, 2014

**VIA CERTIFIED MAIL**

**Nationstar Mortgage**  
**Attn: Customer Relations Officer**  
**P.O. Box 630348**  
**Irving, TX 75063**

**Re:      Bobby Franklin Myers  
Account#**

To Whom It May Concern:

Please provide to me an itemized life of loan transaction statement for the above referenced loan. This includes the current mortgage balance, the receipt of all payments, the assessment of any late fees or charges of any type and the recording of any corporate advances for any fees or charges including but not limited to property inspection fees, broker price opinion fees, legal fees, escrow fees, processing fees, technology fees, or any other collateral charge.

Please attach a complete list of all codes used and state in plain English a short description for each such code.

Thank you for your cooperation in this matter.

Sincerely,

Sincerely,  
 B. K. Franklin

Bobby Franklin Myers, Jr.

**Mailing Address:** 8525 AL Highway 40  
Henagar, Alabama 35978

7014 0510 0002 3982 0619

September 15, 2014

**VIA CERTIFIED MAIL**

Nationstar Mortgage  
Attn: Customer Relations Officer  
P.O. Box 630348  
Irving, TX 75063

**Re:   Bobby Franklin Myers  
Account#**

To Whom It May Concern:

Please provide to me an itemized reinstatement amount for the above referenced loan.

Thank you for your cooperation in this matter.

Sincerely,



Bobby Franklin Myers, Jr.

Mailing Address:   8525 AL Highway 40  
                          Henagar, Alabama 35978

7014 0510 0002 3982 0626

# EXHIBIT

"C"

September 15, 2014

VIA CERTIFIED MAIL

Nationstar Mortgage  
P.O. Box 630348  
Irving, TX 75063

Dear Sir or Madam,

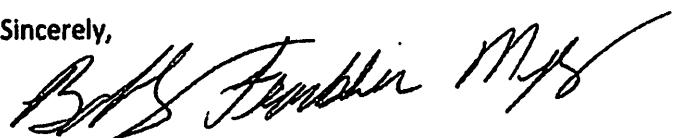
I dispute any debt you claim I have with you.

If you have any proof that I owe this debt, and you have the right to collect it, please send this to me.

Do not ever call me on my cell phone number of [REDACTED] If you think I ever gave permission to call my cell, I'm revoking it in writing.

Thank you for your cooperation.

Sincerely,



Bobby Franklin Myers  
8525 AL Highway 40  
Henagar, Alabama 35978  
DOB: \_\_\_\_\_  
SSN: xxx-xx-2178

**7014 0510 0002 3982 0633**

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